

Contract #: 2025-1268

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Powerdms, Inc.

Estimated Amount: 25,536.63

Scope of Services: POWERDMS Software

Budget Line Item: A93150.01.44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

DIGITAL SIGNATURE PAGE

NEOGOV

INVOICE



Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com
Phone: 1-800-749-5104
EIN: 59-3668885

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-138545
Invoice Date: 06-17-2025
Due Date: 08-16-2025
Payment Terms: Net 60
Purchase Order No.:
Customer No.: A-8989

Customer Billing Information

Ronald Murray
Albany County Sheriff's Office (NY)

16 Eagle Street
Albany, NY 12207
United States

Customer Shipping Information

Albany County Sheriff's Office (NY)

16 Eagle Street
Albany, NY 12207
United States

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price (\$USD)
Legacy Training Included	08-16-2025	08-15-2026	799	\$0.00
NYSDCJS Manual (NY LE Standards)	08-16-2025	08-15-2026	1	\$0.00
NYSSA Civil Accreditation Manual	08-16-2025	08-15-2026	1	\$0.00
NYSSA Corrections Accreditation Manual	08-16-2025	08-15-2026	1	\$0.00
NYSSA Court Security Accreditation Manual	08-16-2025	08-15-2026	1	\$0.00
NYSSA PSAP Program Accreditation Manual	08-16-2025	08-15-2026	1	\$0.00
PowerDMS Standards for NYSDCJS	08-16-2025	08-15-2026	1	\$1,150.00
PowerDMS Standards for NYSSA Corrections Accreditation	08-16-2025	08-15-2026	1	\$850.00
PowerDMS Standards for NYSSA Court Security Accreditation	08-16-2025	08-15-2026	1	\$850.00
PowerDMS Standards for NYSSA PSAP	08-16-2025	08-15-2026	1	\$850.00
PowerDMS Standards NYSSA Civil Accreditation	08-16-2025	08-15-2026	1	\$0.00
PowerPolicy Professional Subscription	08-16-2025	08-15-2026	799	\$22,836.63

SUBTOTAL (\$USD)	\$26,536.63
Sales Tax	\$0.00
TOTAL	\$26,536.63

Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$26,536.63

Payment Instructions:

<u>Remit checks to:</u> PowerDMS, Inc. PO Box 749609 Atlanta, GA 30374	<u>Remit electronic payments to:</u> PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336	<u>Credit card payments:</u> Credit Card Payment Portal Link
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By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

Contract #: 2025-1429

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: District Attorney A1165

Date Submitted: 10/03/2025

Contact Person: [Patrick Collins]

Contact Phone:

Vendor Info: Nielsen Ford of Morristown, Inc.

Estimated Amount: 41060.39

Scope of Services: Nielsen Ford of Morristown, Inc Vehicle Purchase

Budget Line Item: 44120

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



LEE C. KINDLON
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
518-487-5460
518-487-5093 - FAX

JOSEPH J. MEANY
CHIEF ASSISTANT DISTRICT ATTORNEY

JESSICA BLAIN-LEWIS
DEPUTY CHIEF ASSISTANT DISTRICT ATTORNEY

To: Purchasing Agent Pamela O'Neill

From: Chief Investigator/Director of Operations Adam N. Hornick 

Date: October 1, 2025

Re: Request for Quotes #2025-147 – 1 - 2025 Ford Explorer Vehicle

As you are aware, Request for Quotes #2025-147, 1 (one) 2025 Ford Explorers (herein after RFQ), was posted on the NYS OGS Marketplace mini-bid by your Department. We received three responses to this RFQ solicitation.

The vendors submitting quotes were evaluated based on multiple factors laid out in the mini-bid on New York State Marketplace. Based on the foregoing we would request that the bid be awarded to Nielsen Ford, of Morristown New Jersey. Their bid was \$41,060.39, and complies with all aspects of our specifications. If you need any further information or have any questions please feel free to contact me.

RFQ 2025-147 Tabulation
2025 Ford Explorer

Vendor	Bob Johnson Ford	Greenwich Ford	Nielsen Ford
Price	\$ 43,600.00	\$ 45,548.40	\$ 41,060.39
Vehicle	2026 Ford Explorer	2025 Ford Explorer	2025 Ford Explorer
In stock/order	Order	In Stock	In Stock
Exterior Color		Carb Gray	Agate Black

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

Bob Johnson Ford BID

Part A: Mini-Bid and Contractor Information

1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2025-147
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part C of this form has been left blank.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	BJA 1675 LLC Bob Johnson Ford
2.2	OGS Contract Number (e.g., PC12345)	PC69260
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-4142389
2.4	NYS Vendor ID Number (e.g., 1000012345)	110024554
3.0	Primary Contact Information	
3.1	Contact Name	Louann Cimino
3.2	Contact Email	lcimino@bobjohnsonauto.com
3.3	Contact Phone (1)	585-438-4393
3.4	Contact Phone (2)	585-748-6512
4.0	Secondary Contact Information	
4.1	Contact Name	Tyler Kole
4.2	Contact Email	tkole@bobjohnsonauto.com
4.3	Contact Phone (1)	585-438-4393
4.4	Contact Phone (2)	585-880-9265

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	84

GROUP 40440 – Vehicles, Class 1-8

1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.		TBA
2.0	Vehicle Offered (Built to Spec)		
2.1	Model Year (e.g., 2023, 2024)		2026
2.2	Make (e.g., Ford, Chevrolet, Dodge)		Ford
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)		Explorer Active
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)		K8D
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>		AWD
	If the offered Drive Type is not included in the drop-down menu, enter it here		
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>		Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here		
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".		N/A

3.0 Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	N/A
4.0 Vehicle Price Worksheet (Built to Spec)	
	Price
4.1	NYS Base MSRP \$49,520.00
4.2	NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%); For 5.5% type 5.5, not 0.055]. 11.95
4.3	NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount] \$43,600.00
4.4	NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank] \$0.00
4.5	NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price] \$43,600.00
4.6	Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request] 1
4.7	Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles] \$43,600.00

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0 General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).

1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>	
2.0	Additional Information (Pre-Existing)	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001						
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award# 028666				Bidder		

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): Mini-Bid Response

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	RFQ-2025-147
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	Scorpio Motors LLC DBA Greenwich Ford
2.2 OGS Contract Number (e.g., PC12345)	PC69492
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	86-2135447
2.4 NYS Vendor ID Number (e.g., 1000012345)	1100263134
3.0 Primary Contact Information	
3.1 Contact Name	Mark Robillard
3.2 Contact Email	mrobillard@greenwichford.com
3.3 Contact Phone (1)	518-247-6973
3.4 Contact Phone (2)	518-692-2246
4.0 Secondary Contact Information	
4.1 Contact Name	Dan Forant
4.2 Contact Email	dforant@greenwichford.com
4.3 Contact Phone	518-247-6941

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid	
1.0 General Questions (Built to Spec)	Contractor Response
1.1 Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2 Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3 Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4 If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

2.0 Vehicle Offered (Built to Spec)	
2.1 Model Year (e.g., 2023, 2024)	
2.2 Make (e.g., Ford, Chevrolet, Dodge)	
2.3 Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4 Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5 Drive Type <i>[click on yellow box and use drop-down menu]</i>	
If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6 Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7 Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0 Additional Information (Built to Spec)	
3.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0 Vehicle Price Worksheet (Built to Spec)	
4.1 NYS Base MSRP	Price
4.2 NYS Discount <i>[Type a number only (e.g., 5.5). Do not type a percentage sign (%) after the number. For 5.5% type 5.5, not 0.055].</i>	
4.3 NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$0.00
4.4 NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	
4.5 NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$0.00
4.6 Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	
4.7 Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid		
1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>(click on yellow box and use drop-down menu)</i> <i>(Note: General Specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected.)</i>	Yes
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>(click on yellow box and use drop-down menu)</i>	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>(click on yellow box and use drop-down menu)</i>	
2.0 Additional Information (Pre-Existing)		
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
N/A		
3.0 Vehicle Price Worksheet (Pre-Existing)		

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle) Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#- Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2025	Ford	Explorer Active	K8D	Card. Gray	Black	Activex	4WD	Gasoline	\$48,820.00	8.00	\$44,914.40	\$634.00	\$45,548.40	Yes
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$45,548.40	
Total Pre-Existing Vehicles Offered															1

Nielsen Ford 151VJ

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information

1.0 Mini-Bid Questions		Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2025-147
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information		
2.1	Full Legal Business Name, including DBA if applicable	Nielsen Ford of Morristown Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69843
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	882667434
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100278967
3.0 Primary Contact Information		
3.1	Contact Name	Nick Nestico
3.2	Contact Email	nnestico@nielsenautos.com
3.3	Contact Phone (1)	973-319-7013
3.4	Contact Phone (2)	973-319-7000
4.0 Secondary Contact Information		
4.1	Contact Name	Nielsen Fleet
4.2	Contact Email	N/A
4.3	Contact Phone	973-319-7000

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0 General Questions (Built to Spec)		Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055]</i>	
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$0.00
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$0.00
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid	
1.0 General Questions (Pre-Existing)	Contractor Response
1.1 Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).</i>	Yes
1.2 Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>	Yes
1.3 If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	
2.0 Additional Information (Pre-Existing)	
2.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
Remote start w/ smart device.	
3.0 Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,600.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2025	Ford	Explorer Active	K6D	Agate Black Metallic	Dark Space Gray	Cloth	4WD	Gasoline	\$43,810.00	7.89	\$40,353.39	\$707.00	\$41,060.39	
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$41,060.39	
Total Pre-Existing Vehicles Offered															1

Contract #: 2025-1333

Contract Type: CAB Contract

Contract Action: New Contract

Procurement Type: RFP

Department: CEO

Date Submitted: 9/19/2025

Contact Person: Patrick Curran

Contact Phone: 518-447-5639

Vendor Info: Deckard Technologies, Inc.

Estimated Amount: \$62,250

Scope of Services: The following is an overview of the services that this RFP is requesting. This is just an overview, any services listed may or may not be required. We are looking for firms to provide at a minimum, these services, and any necessary related services throughout the contract period:

1. Locate all short-term rental (STR) property listings and owners within Albany County
2. Identify and address patterns of non-compliance
3. Address and enforce compliance of related regulations (Automated email/SMS notifications for renewal reminders, non-compliance, and tax reporting deadlines should be included in the web application)
4. Provide monitoring services of rental activity to include nights booked and revenue
5. Provide education to hosts and training for county personnel to utilize the platform
6. Perform community outreach regarding short-term rentals, requirements and how to register
7. Address Identification tied to unique county parcel data
8. Provide an easy to use online STR rental registry portal for owners/property managers and hosts to register
9. Provide an online portal that is separate and distinct from the above stated registration portal that will assist with revenue collection and county government auditing (All portals must be responsive and mobile-friendly).
10. Assist with enforcement activities as needed
11. Provide GIS solution that can provide segmentation for

each incorporated area within the County

12. The registry portal and outreach materials must support multiple languages, including Spanish and other languages commonly spoken in Albany County.

13. Vendor will provide training to County officials on all aspects of their proposed product.

14. Vendor must document procedures for scope expansion, rate negotiation, and approval of additional services.

4.2 The vendor and the product should include three distinct features:

1. Registration Portal— will create the registry referenced in the NYS Law, collect a registration fee to offset contract costs, provide listing to ensure rentals as registered per new law. Registration portal should include validation rules for data accuracy and completeness (e.g., valid parcel ID, matching address format, required documentation uploads).

2. Quarterly Payment Portal—The creation of a separate and distinct online tax portal for the collection AND payment of hotel occupancy tax from hosts directly to the County (this includes the collection of backup

documentation, inclusive of quarterly returns and rental room night exemption detail, from owners/hosts for county government auditing purposes). This will comply with Albany County Local Law as it relates to taxable stays and payment to the County. Vendor must either provide or integrate with an approved PCI-compliant payment processor.

3. Audit Data— vendor would provide data on available rental nights, per location as listed online platforms; the number of rooms rented (if known), the listed range of rental rates (in order to detect any and all discrepancies).

4.3 The vendor should create a customizable, web-based online solution that collects and supplies the following aggregate data on short term rentals from all STR platforms on a monthly basis for all short-term rentals in Albany County:

- The total number of active short-term rental property addresses
- The total number of active short-term rental listings on each platform
- The average daily rate for short term rental properties
- The average occupancy rate for short term rental

properties

4.4 Additionally, the County is seeking registration data on individual short-term rental properties located within its boundaries that consists of the following:

- Property address and Tax Map Number
- Property type (i.e. entire house or partial house)
- Number of units in the building where the STR unit is located
- Whether the owner or host of the STR unit resides in the building, and whether they reside in the unit that is being utilized as an STR
- The number of STR units owned by the same owner within Albany County
- The number of STR units hosted by the same host within Albany County
- Property amenities
- Number of Rooms Available for Rental at that location
- Maximum Occupancy—number of beds
- Proof of Registration to pay sales tax
- Name and complete legal address of person hosting the unit (operator/manager), if not the owner
- Operator/manager contact information

- Booking platform(s) where property is listed (Airbnb.com, VRBO, etc.)
- Listing URL(s)
- Rental history (number of nights booked per month)
- Number of guest reviews
- Expected Date of First Rental

4.4 Data on individual short-term rentals should be regularly maintained and reportable data should be accessible to the County. Quarterly reports should be provided to the County. All data collected and provided by the vendor will be owned by Albany County. Furthermore, said data is confidential and cannot be shared publicly.

- Reports should include geospatial visualizations and heatmaps of STR concentration and activity.
- The platform should integrate with other County systems such as GIS (Esri ArcGIS), permitting (Tyler Community Development), and tax software (Tyler Munis/EERP).

4.5 The County is also seeking a vendor who can assist municipalities with the enforcement of State and local short-term rental regulations, which includes the following:

- Support for permitting and registration of short-term rental

properties, including outreach and direction to owners/hosts with portal/registration information.

- Preparation and mailing of form letters to short term rental owners.
- Municipality-specific dashboards should be available to local officials to monitor compliance and activity in their jurisdiction.

4.6 Cybersecurity considerations;

- Vendor must comply with all applicable data privacy laws (e.g., NY SHIELD Act), and data must be stored in a secure, U.S.-based environment.
- Both portals must include audit logs, user activity tracking, and secure user authentication (e.g., 2FA) to prevent misuse.
- Proposals must include SLAs for support response times, system uptime, and maintenance windows.
- The vendor must provide technical support and maintain 99.9% uptime for all public-facing portals.

NOTE: The county reserves the right to add any additional services related to or as a result of the services provided in the scope, at a negotiated rate.

Budget Line Item: A1310-44046

Fiscal Impact:

County: 100

State: 0

Federal: 0

BID, RFP, RFQ Completed? Yes - #2025-102



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

September 19th, 2025

Honorable Joanne Cunningham
Chair, Albany County Legislature
112 State St. Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

I respectfully request authorization to enter into an agreement with Deckard Technologies, Inc. to provide Albany County with short-term rental registry services and software.

Deckard Technologies, Inc. will provide Albany County with a short-term rental registry software to monitor and analyze County-wide short-term rental data as requested by the Office of the Management and Budget. New York State Senate Bill S885C, Assembly Bill A4130C requires a registration system for short term rentals in New York State and allows for the collection of sales tax & applicable occupancy tax generated from such rentals to the state and localities. In February of 2025, Governor Hochul signed a chapter amendment (Chapter 99 of the Laws of 2025 – S.820 / A.5686) creating the final framework for counties to implement this new legislation. Deckard Technologies, Inc. submitted an application to RFP #2025-102 and was selected to provide a County-wide short-term rental registry and database for the County to meet the obligations of the new State law. Short term rentals are rentals with a duration shorter than 30 days. Deckard Technologies, Inc. will provide a web-based solution that compiles comprehensive data on short term rental listings for compliance activities and enforcement, as well as data on aggregate short-term rental performance and individual short-term rental listings.

The term of the contract will be three years and will cost the County \$21,750 annually for the duration of the contract.

Sincerely,

Daniel P. McCoy
Albany County Executive

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

**ALBANY COUNTY EXECUTIVE & DEPARTMENT OF
MANAGEMENT AND BUDGET**



RFP#2025-102

SHORT TERM RENTAL REGISTRY SOFTWARE

**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: SHORT TERM RENTAL REGISTRY SOFTWARE RFP NUMBER: 2025-102

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 # 2025-102

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-102**

Sealed Proposals for **Short Term Rental Registry Software** as requested by Albany County Executive & Department of Management and Budget 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 Thursday, July 3, 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: ***Date June 13,2025***
Albany, New York

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

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
SHORT TERM RENTAL REGISTRY SOFTWARE
ALBANY COUNTY EXECUTIVE & DEPARTMENT OF MANAGEMENT AND BUDGET
RFP #2025-102

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for a short-term rental registry software to monitor and analyze County-wide short-term rental data as requested by the Office of the Management and Budget.
- 1.2 New York State Senate Bill S885C, Assembly Bill A4130C was signed by the Governor and made law on December 21st, 2024. This bill creates a registration system for short term rentals in New York State and allows for the collection of sales tax & applicable occupancy tax generated from such rentals to the state and localities. In February of 2025, Governor Hochul signed a chapter amendment (Chapter 99 of the Laws of 2025 – S.820 / A.5686) creating the final framework for counties to implement this new legislation. The County is seeking services for the creation of a County-wide short-term rental registry and database to meet the obligations of the new State law.
- 1.3 Short term rentals are rentals with a duration shorter than 30 days. Albany County is seeking a vendor to provide a web-based solution that compiles comprehensive data on short term rental listings for compliance activities and enforcement. The County is seeking data on aggregate short-term rental performance and individual short-term rental listings. The vendor should create a web-based solution that supplies the full services that are outlined in the scope of services below.

- 1.4 After the receipt of proposals and upon request of the County, proposers shall provide a thorough and in-depth demonstration of their proposed short-term rental registries at an agreed upon time that is acceptable to the County.
- 1.5 Proposer shall comply with the Albany County Contractor Administrative Terms and Conditions, review addendum.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Thursday, July 3, 2025**, at the following address:

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

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

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by the Office of Management and Budget.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

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

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

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

3.4 Detail your firm's experience with short term rental registrations software and municipal enforcement.

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

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

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

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

SECTION 4: SCOPE OF SERVICES

4.1 The following is an overview of the services that this RFP is requesting. This is just an overview, any services listed may or may not be required. We are looking for firms to

provide at a minimum, these services, and any necessary related services throughout the contract period:

1. Locate all short-term rental (STR) property listings and owners within Albany County
2. Identify and address patterns of non-compliance
3. Address and enforce compliance of related regulations (Automated email/SMS notifications for renewal reminders, non-compliance, and tax reporting deadlines should be included in the web application)
4. Provide monitoring services of rental activity to include nights booked and revenue
5. Provide education to hosts and training for county personnel to utilize the platform
6. Perform community outreach regarding short-term rentals, requirements and how to register
7. Address Identification tied to unique county parcel data
8. Provide an easy to use online STR rental registry portal for owners/property managers and hosts to register
9. Provide an online portal that is separate and distinct from the above stated registration portal that will assist with revenue collection and county government auditing (All portals must be responsive and mobile-friendly).
10. Assist with enforcement activities as needed
11. Provide GIS solution that can provide segmentation for each incorporated area within the County
12. The registry portal and outreach materials must support multiple languages, including Spanish and other languages commonly spoken in Albany County.
13. Vendor will provide training to County officials on all aspects of their proposed product.
14. Vendor must document procedures for scope expansion, rate negotiation, and approval of additional services.

4.2 The vendor and the product should include three distinct features:

1. Registration Portal— will create the registry referenced in the NYS Law, collect a registration fee to offset contract costs, provide listing to ensure rentals as registered per new law. Registration portal should include validation rules for data accuracy and completeness (e.g., valid parcel ID, matching address format, required documentation uploads).

2. Quarterly Payment Portal—The creation of a separate and distinct online tax portal for the collection AND payment of hotel occupancy tax from hosts directly to the County (this includes the collection of backup documentation, inclusive of quarterly returns and rental room night exemption detail, from owners/hosts for county government auditing purposes). This will comply with Albany County Local Law as it relates to taxable stays and payment to the County. Vendor must either provide or integrate with an approved PCI-compliant payment processor.

3. Audit Data— vendor would provide data on available rental nights, per location as listed online platforms; the number of rooms rented (if known), the listed range of rental rates (in order to detect any and all discrepancies).

4.3 The vendor should create a customizable, web-based online solution that collects and supplies the following aggregate data on short term rentals from all STR platforms on a monthly basis for all short-term rentals in Albany County:

- The total number of active short-term rental property addresses
- The total number of active short-term rental listings on each platform
- The average daily rate for short term rental properties
- The average occupancy rate for short term rental properties

4.4 Additionally, the County is seeking registration data on individual short-term rental properties located within its boundaries that consists of the following:

- Property address and Tax Map Number
- Property type (i.e. entire house or partial house)
- Number of units in the building where the STR unit is located
- Whether the owner or host of the STR unit resides in the building, and whether they reside in the unit that is being utilized as an STR
- The number of STR units owned by the same owner within Albany County
- The number of STR units hosted by the same host within Albany County
- Property amenities
- Number of Rooms Available for Rental at that location
- Maximum Occupancy—number of beds
- Proof of Registration to pay sales tax
- Name and complete legal address of person hosting the unit (operator/manager), if not the owner
- Operator/manager contact information
- Booking platform(s) where property is listed (Airbnb.com, VRBO, etc.)
- Listing URL(s)
- Rental history (number of nights booked per month)
- Number of guest reviews
- Expected Date of First Rental

4.4 Data on individual short-term rentals should be regularly maintained and reportable data should be accessible to the County. Quarterly reports should be provided to the County. All data collected and provided by the vendor will be owned by Albany County. Furthermore, said data is confidential and cannot be shared publicly.

- Reports should include geospatial visualizations and heatmaps of STR concentration and activity.
- The platform should integrate with other County systems such as GIS (Esri ArcGIS), permitting (Tyler Community Development), and tax software (Tyler Munis/EERP).

4.5 The County is also seeking a vendor who can assist municipalities with the enforcement of State and local short-term rental regulations, which includes the following:

- Support for permitting and registration of short-term rental properties, including outreach and direction to owners/hosts with portal/registration information.

- Preparation and mailing of form letters to short term rental owners.
- Municipality-specific dashboards should be available to local officials to monitor compliance and activity in their jurisdiction.

4.6 Cybersecurity considerations;

- Vendor must comply with all applicable data privacy laws (e.g., NY SHIELD Act), and data must be stored in a secure, U.S.-based environment.
- Both portals must include audit logs, user activity tracking, and secure user authentication (e.g., 2FA) to prevent misuse.
- Proposals must include SLAs for support response times, system uptime, and maintenance windows.
- The vendor must provide technical support and maintain 99.9% uptime for all public-facing portals.

NOTE: The county reserves the right to add any additional services related to or as a result of the services provided in the scope, at a negotiated rate.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be *for three years upon full execution of the contract.*

OPTIONAL RENEWAL CLAUSE- MODIFY TIMES/ TERMS AS NEEDED:

5.2 At the end of the **initial three-year contract** term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

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

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

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

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

- 8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.
- 8.2 Proposals received will be evaluated by a committee with representation from the Albany County *Department of Management and Budget*. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Professional experience with the creation and management of short-term rental online registries and municipal enforcement, and quality of resumes	30%
Quality of past performance with the type of work outlined in this RFP with references to support	30%
Cost proposal	30%
Familiarity with Albany County and municipal government laws and regulations	10%
Total	100%

- 8.3 Proposals will be examined and evaluated by the Albany County Department of Management and Budget, with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.
- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

SECTION 9: NOT NEEDED

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

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

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

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

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

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

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

(a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability and errors and omissions 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: NOT NEEDED

SECTION 21: ANTIDISCRIMINATION CLAUSE

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

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

22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.

22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.

22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax-exempt status.

22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

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

SECTION 24: NON-APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief,

that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: SHORT TERM RENTAL REGISTRY SOFTWARE

RFP Number: 2025-102

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”)
 - (e) Proposer Qualification Questionnaire (Attachment “E”)
- 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: SHORT TERM RENTAL REGISTRY SOFTWARE

RFP Number: 2025-102

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 _____) S S . :

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____) COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: ☐ Yes ☐ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

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

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.

Section I

Title Page/Table of Contents

Dave Brown

NE Sales Director
(508) 561-3227
dave@deckard.com

REQUEST FOR PROPOSAL

Short Term Rental Registry Software

RFP #2025-102

Albany County, NY

July 3, 2025

presented by

**RENTALScape**

engineered by



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Section II

Qualification / Experience

Company Profile

Legal Entity:	Deckard Technologies, Inc. C Corporation – a Delaware Corporation EIN – 0532772 (No other names previously used, nor other company affiliations)
Principal Place of Business:	1620 5TH Ave. #400, San Diego CA 92101
Website:	https://www.deckard.com/
Phone:	(619) 501-4208
Date of Establishment:	May 8, 2018
Subsidiary:	NO – Not Applicable
Primary Contact:	Thomas Hemmings, Vice President & Chief Financial Officer (619) 501-4208 tom.hemmings@deckard.com 620 5TH Ave. #400, San Diego CA 92101 (Headquarters)
Support Staff:	1620 5TH Ave. #400, San Diego CA 92101 8am – 5pm PST – email support 24/7 Melissa Mejia – Director of Client Success Thomas Hemmings – Chief Financial Officer
License Number:	Deckard understands that if a business license is required to do business with the County. This license will be obtained immediately upon being awarded this contract.
Bankruptcy:	None
Mergers/ Acquisitions/Sale:	None

Qualification & Experience



Headquartered in San Diego, California, Deckard Technologies was founded in 2018 to support compliance within the U.S. real estate market for the public sector. Deckard leverages data science expertise to assist local governments in managing compliance activities and enforcement, particularly regarding short-term rental (STR) properties. Our technology ensures that everyone is held accountable to the same set of rules, adheres to all guidelines and ordinances, and pays their fair share of fees and taxes.

The Deckard Team - See Page 8 - has successfully implemented hundreds of Rentalscape platforms across the U.S. With over 400 clients, our customers range in size from small jurisdictions like Dalton, GA, to larger ones like Placer County (Lake Tahoe), CA; Asheville, NC; and Galveston, TX. With over 12 customers across New York State, our client base includes jurisdictions such as the counties of Sullivan, Washington, Clinton, Suffolk ...and growing!

Deckard employs 114 staff members, including administrative (9), sales (10), technology (21), data operations support (47), client experience (22) and data science (5) across all offices.

With a retention rate of 99%, our success is directly attributed to the vast knowledge and experience of our team. This 'well-oiled machine' works closely with our customers to deliver the most accurate data and the highest quality support, helping cities and counties improve compliance and increase tax and fee revenue while preserving the quality of local life.

PUB.APP.NO.

For more information, please visit the following links:

Patent 1	U.S. Patent No. 11,790,466 B2	<u>Identifying and validating rental property addresses</u>
Patent 2	U.S. Patent No. 11,741,560 B2	<u>Detecting and validating improper homeowner exceptions through data mining, natural language processing, and machine learning</u>
Patent 3	U.S. Patent No. 12,277,625 AI Newly allowed	<u>Detecting and validating improper residency status through data mining, natural language processing, and machine learning</u>

Rentalscape, by Deckard Technologies, tracks short-term rental activity across the internet every day. While others focus on major sites, Rentalscape continually scans the internet looking for short-term rental listings. To date Rentalscape has identified over **10,000 websites advertising short-term rentals** with new ones being discovered regularly. **A key differentiator, Deckard's Patents, protects our data mining and the analysis of the data collected to generate deep insights. No other company can match our accuracy on identifying short-term rental addresses.**

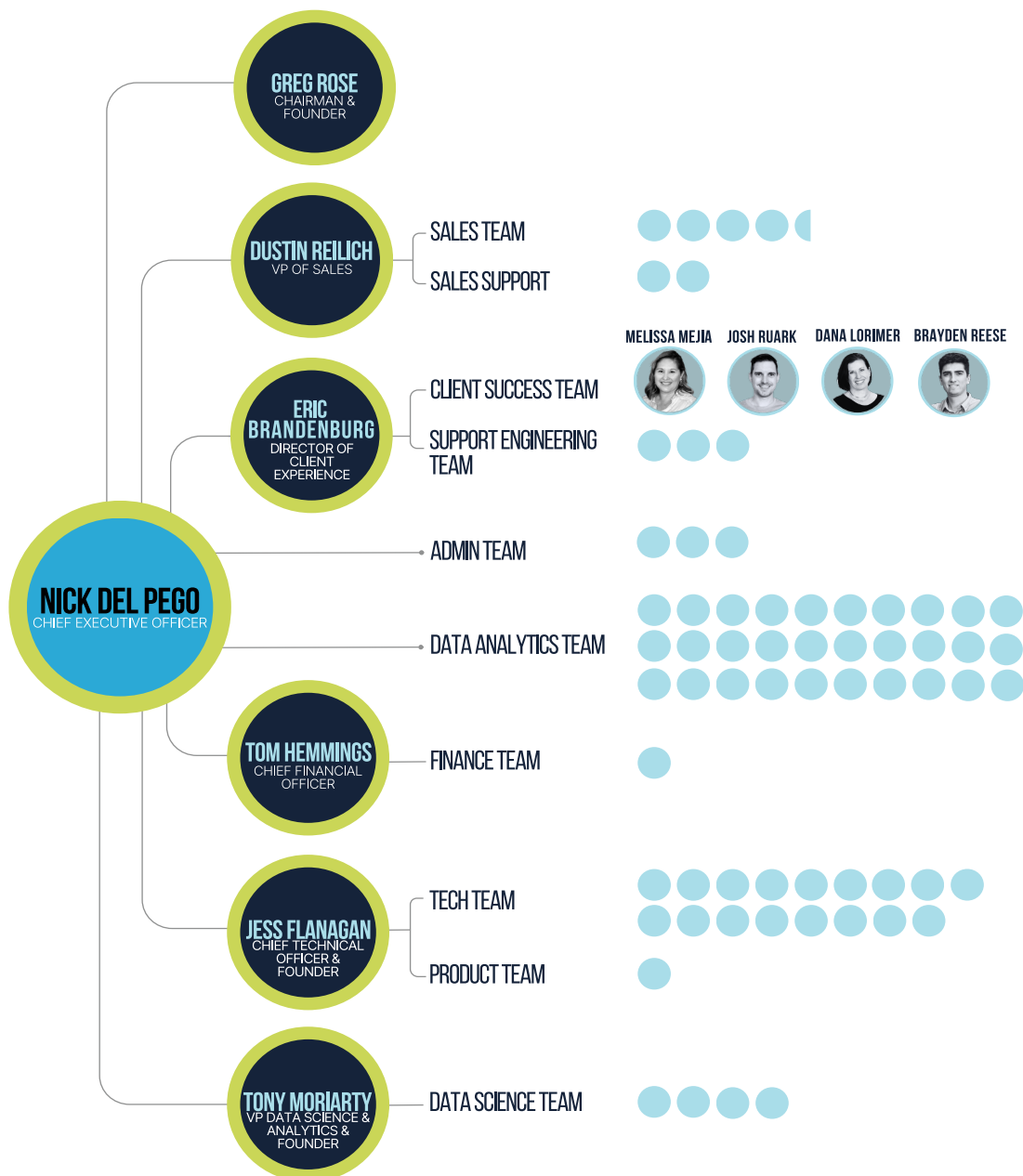
The Rentalscape platform pinpoints the exact addresses of STR listings within County limits, providing an accurate representation of STR activity across the County and its community districts. Rentalscape organizes listings and

calculates statistics on a per-property basis, ensuring that activity is not double-counted by mapping each property's precise location. This level of accuracy enhances compliance, enforcement, tax collection, and complaint management.

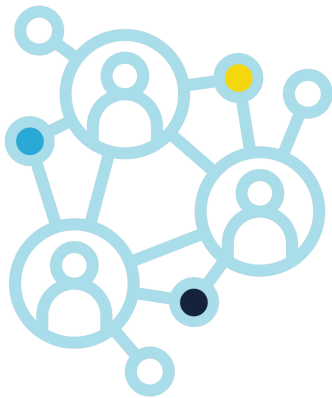
Rentalscape is the only platform that automatically updates upcoming rentals and bookings shortly after reservations are made.

In every jurisdiction where we provide our service, we have increased compliance and improved tax/fee collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We also regularly consult with County staff to ensure we stay up to date with the latest STR best practices.

Organizational Chart



Staff Members



A successful short-term rental program only works through close and continual collaboration.

Unlike others, Deckard provides direct access to all the senior staff. The executive team frequently travels to meet our clients, speak at County meetings, and continually incorporate feedback into our products. We are always seeking improvements in our systems, and this is only possible by working directly with our customers.



At Deckard, you receive the direct cell phone numbers of your Client Success Representative and our executive team. We prioritize building strong relationships with our customers and are committed to ensuring success at every level. When you reach out to us—whether for support, assistance with enforcement, or to suggest system enhancements—you’ll always connect with a dedicated team member, never a call center.



Nick Del Pego

Chief Executive Officer
EXPERIENCE: **25 YEARS**

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick’s career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs. Nick demonstrates his commitment to client engagement by sharing his personal cell phone on LinkedIn.



Jessica Flanagan

Chief Technical Officer
EXPERIENCE: **16 YEARS**

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Our data engineering team is the backbone of everything we build. Jess will provide strategic oversight to ensure the County short-term rental platform is built and maintained to the highest technical standards.



Tony Moriarty

VP of Data Science
EXPERIENCE: **16 YEARS**

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open-Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more sights than anyone else in the market. Tony will ensure the County data remains the strongest foundation for accurately identifying and analyzing short-term rentals.



Dustin Reilich

VP Sales & Govt Affairs
EXPERIENCE: **31 YEARS**

As the head of Sales, Dustin brings decades of government experience to the Deckard team. His far-reaching experience has taken him to every city and county in California, as well as countless other jurisdictions nationwide. He is passionate about staying involved throughout the implementation process to ensure his clients get exactly what he promised, and more.



Melissa Mejia

Director of Client Success
EXPERIENCE: **20 YEARS**

Melissa, our Director of Client Success, leverages 20+ years in real estate appraisal to drive results. Her strategic client engagement, data-driven decisions, and client-centric leadership have boosted retention and business growth. She believes clients are a business's heart and leads her team to deliver exceptional experiences, exceeding expectations for mutual success.



Dana Lorimer

Snr Client Success Manager
EXPERIENCE: **30 YEARS**

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana's specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.



Dave Brown

NE Region Director of Sales
EXPERIENCE: **23 YEARS**

Dave is our NE Region Sales executive with more than 23 years' experience in both SLED and Public Safety Markets working with city managers, procurement directors, and finance managers. Dave has a vast knowledge of how local governments work and a bachelor's degree in criminal justice. Dave will remain a dedicated point of contact for the entire duration of the contract with the County , guaranteeing consistent support for any contract-related discussions or needs.



Eric Brandenburg

Dir Project Management
EXPERIENCE: **24 YEARS**

Eric Brandenburg is a highly accomplished military leader with extensive experience in program management, cyber warfare, and technical sales engineering. His proven ability to handle complex programs and deep cybersecurity knowledge make him an indispensable asset to elevate your project.

While Deckard Technologies is headquartered in San Diego, California, much of our team operates remotely across the country to ensure we remain responsive and closely connected to the jurisdictions we serve. This distributed structure allows us to provide localized support while maintaining the resources and expertise of a centralized team. Whether from our main office or remote locations, our staff is fully integrated and aligned in delivering responsive, high-quality service to every client.

Team Resumes



Eric Brandenburg

Senior Director of Client Experience



A highly accomplished military leader with extensive experience in program management, cyber warfare, and technical sales engineering. His proven ability to handle complex programs and deep technical knowledge make him an indispensable asset to elevate your project. Eric will certify the jurisdiction's project timelines are met and the system is configured for optimal performance. Eric has worked on 100 similar projects to date.

WORK EXPERIENCE

Deckard Technologies
2023 - Present

Senior Director of Client Experience

Oversees Customer Onboarding:

- Leads the onboarding process for new customers
- Conducts detailed requirements gathering to ensure a smooth implementation
- Oversees initial software implementation and configuration
- Directly supervises and empowers cross-functional teams, including the Customer Support Team, Tier 1 and Tier 2 Technical Support, Client Success Director and Managers, and the Senior Program Manager.

Freelance
2022 - 2023

Technology Consultant

Independent Consultant for Intelligence/Business Intelligence systems to include: Cyber Warfare, Cellular Intercept, Open Source Intelligence (OSINT), Geo-Location and Tracking, Airborne Intelligence Surveillance and Reconnaissance (ISR), Software/Hardware Development, and Systems Integration.

University of Maryland
Global Campus
2015 - Present

Adjunct Professor

Cyber Security Program

IHSS Development
Group
2023

Vice President - Cyber Warfare

Vice President in charge of Cyber Warfare Operations and Systems to include cellular intercept, Open Source Intelligence (OSINT), Geo-Location and Tracking.

IA2G/International
2021 - 2023

Director of Business Development

Cyber Security Program

EDUCATION

Capitol Technology
University
2023-2025 (Current)

Doctor of Philosophy - PhD, Intelligence and Global Security

American Military
University
2012-2014

Master of Science (MS), IT/Digital Forensics

3.97 GPA, Golden Key International Honour Society

American Military
University
2006-2008

Bachelor of Science (BS), Information Technology

With Honors



Anthony Moriarty

VP of Data Science
Co-Founder of Deckard



Tony is Deckard's Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open-Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more data driven insights than anyone else in the market. Tony will ensure the jurisdiction's data remains the strongest foundation for accurately identifying and analyzing short-term rentals.

WORK EXPERIENCE

Deckard Technologies
2018 - Present

VP of Data Science, Co-Founder of Deckard

- Leads the DeckardML initiative, having architected the company's original data science roadmap.
- Developed DRKv1, a proprietary heuristic for identifying target properties.
- Oversees the integration of advanced machine learning and deep data mining techniques to enhance STR identification and property intelligence.
- Elevates the platform's capabilities by driving innovation in predictive analytics and large-scale pattern recognition.
- Spearheads AI/Machine learning initiatives for Deckard.

Qualcomm
2010 - 2018

Senior Staff Machine Learning Engineer

Led the Machine Learning effort in Chip Testing; Forecasting & Finance. Designed and built systems to analyze, join, and visualize data from disparate sources using pySpark, AWS-EMR, scikit-learn, Postgres and ELK. Deep Learning & Natural Language Processing to classify documents. Excellent communication skills required to convey conclusions to internal departments and leadership of a fortune 500 company.

Canon Information
Systems Research
Australia (CISRA)
2007 - 2010

Software Engineer

Embedded design and C coding in the field of display rendering, implementation, analysis and optimization of a large system, test systems with Python, patent evaluation and creation, brainstorming ideas and presentations to superiors, liaising with customers: communication and negotiation.

EDUCATION

University of Sydney
2016-2019

Masters of Data Science, Machine Learning and Data Visualization

HD GPA. Academic Honour Roll. Masters of Data Science Entry Scholarship.

University of Queensland
2001-2006

BENG/IT, Computer Systems Engineering

90% GPA, First class honours, High Distinction for thesis



Nickolas R. Del Pego

Chief Executive Officer



Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick's career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs. Nick demonstrates his commitment to client engagement by sharing his personal cell phone on LinkedIn. Your jurisdiction will have access to Nick's direct email and phone number.

WORK EXPERIENCE

Deckard Technologies
2023 - Present

Chief Executive Officer

Responsible for end to end operations and product development across a geographically distributed team; identifying opportunities, setting customer expectations and driving the team to efficiently and elegantly address and overcome the challenges to rapidly developing data driven solutions.

InQualcomm ESG Data
Analytics
2015 - 2018

Senior Program Manager

- Led and ran operations for successful data science and engineering efforts across varied subject areas; including data management for autonomous driving (Petabytes monthly), machine learning and data pipelines for big data across Chipset Performance and Test Engineering and Global Chipset Market Forecasting
- Managed an annual budget exceeding \$17M for a team with 70 team members across the globe; accountable for the spend and transparent communication to highlight changes and mitigate risks to key stake holders
- Created the push for millions of dollars' worth of investments, in hardware, software, external expert engagements to both aide and train internal resources as we pushed further into tackling big data opportunities with cutting edge methods in parallel computing, containerization and modern machine learning techniques.

InQualcomm ESG
Data Analytics
2011 - 2015

Senior Program Manager

- As the team's lead subject matter expert for intellectual property data, worked to align a suite of software and data analytics tools to efficiently monetize and leverage Qualcomm's patent portfolio
- Set expectations with customers, drove execution of our projects to meet those expectations, and communicated the results with key stakeholders to ensure that the right products were being delivered and achieving measurable results

EDUCATION

University of California
San Diego

B.A. in Mathematics

3.891 GPA, Summa Cum Laude, Phi Beta
Kappa academic honors society

University of California
Los Angeles

Mathematics



Jessica Flanagan

Chief Technology Officer



A career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker. Jess leads our data engineering team which is the backbone of everything we build. Jess will provide strategic oversight to ensure the jurisdiction's short-term rental platform is built and maintained to the highest technical standards.

WORK EXPERIENCE

Deckard Technologies
2018 - Present

CTO Co-founder

Role within Deckard has been to:

- Designed and implemented scalable data architecture to support high-volume data processing.
- Leads the engineering team, providing mentorship and technical guidance.
- Developed reliable, cost-efficient data pipelines for numerous data feeds.
- Established data warehouse and database environments to support analytics and data science.
- Unified disparate data sources to ensure consistency and accessibility.

InQualcomm ESG Data
Analytics
2017 - 2018

Lead Data Architect (Senior Staff Engineer)

- Led architecture and development of big data solutions across domains including wireless communications, IP, and financial analysis.
- Split role between hands-on development and providing architectural oversight across multiple internal projects.
- Evaluated technologies and established architecture standards and best practices within the team.
- Prototyped Kylo/NiFi pipelines for operator services and chipset testing teams.
- Advised on migrating an Apache Airflow pipeline to Google Cloud for the self-driving car division.
- Supported AWS pipeline development for the 5G testing group and improved prototypes for the network monitoring team.

InQualcomm ESG
Data Analytics
2014 - 2017

Developer / Solution Architect (Senior Staff Engineer)

Managing a team of data scientists and developers to build a unified database by combining information from many sources, purchased, web scraped and inferred from other data sets. To start with we had to create a canonical name system for linking these sources.

EDUCATION

The University of
Queensland

Bachelor of Engineering, Software

3.891 GPA, Summa Cum Laude, Phi Beta
Kappa academic honors society

The University of New
South Wales

Graduate Diploma of Engineering Science, Telecommunications Engineering

Our support philosophy

The Rentalscape Advantage



Dedicated Client Success Manager (CSM)

Your CSM serves as an ongoing partner, advocating for your success and facilitating collaboration between Deckard Technologies and your team. This relationship ensures staff needs are met efficiently, creating a foundation for exceptional service and long-term success. At Deckard Technologies, exceptional customer service isn't an extra feature - it's our philosophy!

Comprehensive and Ongoing Training

- Initial and refresher training sessions tailored for County staff
- Training materials provided electronically for easy access
- Virtual training reduces costs and ensures consistency
- Unlimited users

Unlimited Access and Support

Unlimited users and training included at no extra cost, your CSM is available to provide assistance and address your concerns. Your CSM is always accessible via phone, email, and/or virtual meetings, ensuring you have the partner you need to achieve your program goals.

Proactive Updates and Enhancements

Quarterly software updates keep the system aligned with the evolving needs of the short-term rental market and ensures continuous improvement.

Rapid Issue Resolution

All In addition to having access to a dedicated CSM, you'll have access to the [Customer Support Portal](#) for fast and efficient issue resolution. Requests are reviewed daily, and all reported issues are escalated the same business day through our monitored email and online support system. Deckard is equipped with the tools and resources necessary to support your customer journey effectively.

With Rentalscape, exceptional customer service isn't extra—it's our mission.

Authorized Negotiator

Thomas Hemmings, Vice President & Chief Financial Officer
(619) 501-4208
tom.hemmings@deckard.com
620 5TH Ave. #400, San Diego CA 92101 (Headquarters)

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Section III

References

References

We believe that **continuous innovation** is essential to meeting the challenges of today and tomorrow. We are proud of our achievements and solutions, which enable cities and counties to manage short-term rental activities and ensure that local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

Sullivan County, NY

NANCY BUCK
COUNTY TREASURER

nancy.buck@sullivanny.us
845-807-0210

PRODUCT:
RENTALSCAPE

Calaveras County, CA

LEHUA MOSSA
TREASURER TAX COLLECTOR

lmossa@co.calaveras.ca.us
209-754-6350

PRODUCT:
RENTALSCAPE

Suffolk County, NY

DAVID PETRIE
SYSTEMS ANALYST

david.petrie@suffolkcountyny.gov
(631) 759-5754

PRODUCT:
RENTALSCAPE, OUTREACH CAMPAIGN, REGISTRATION
PORTAL, TAX PORTAL

Placer County, CA

DOUG JASTROW
REVENUE SERVICES MANAGER

dwjastro@placer.ca.gov
916-543-3945

SERVICE PROVIDED:
RENTALSCAPE, TAX PORTAL

Town of Mount Pleasant, SC

JANE YAGER-BAUMRIND
PLANNING & DEVELOPMENT

jyager-baumrind@tompsc.com
843-884-1229

PRODUCT:
RENTALSCAPE, STR REGISTRATION PORTAL

City of Galveston, TX

BRYSON FRAZIER
CHIEF FINANCIAL OFFICER

bfrazier@galvestonparkboard.org
409-797-5137

SERVICE PROVIDED:
RENTALSCAPE, TAX PORTAL

Section IV

Plan Implementation

The Rentalscape STR Identification & Management Process

At Deckard, we don't just sell software.

Unlike many SaaS (Software as a Service) companies that roll out a solution then "set it and forget it", Deckard partners with 400+ jurisdictions across the US to build a complete short-term rental program tailored to their communities. We also continuously enhance the software with new features and improvements to optimize usability and functionality. In 2024 alone, we onboarded over 100 new clients.

Our goal isn't just to provide software; it's to empower communities to identify all short-term rental activity, ensure operators comply with applicable laws, bring people into compliance, and reduce the workload on your staff. Managing issues such as noise complaints or underpaid taxes is a breeze with Rentalscape by Deckard.



*Rentalscape is an absolute
game-changer - we had 100%
more information and that
makes my job 1000% easier*

Jane Yager-Baumrind
Short-Term Rental Coordinator

TOWN OF MT PLEASANT, SC

Example of a recent successful STR program

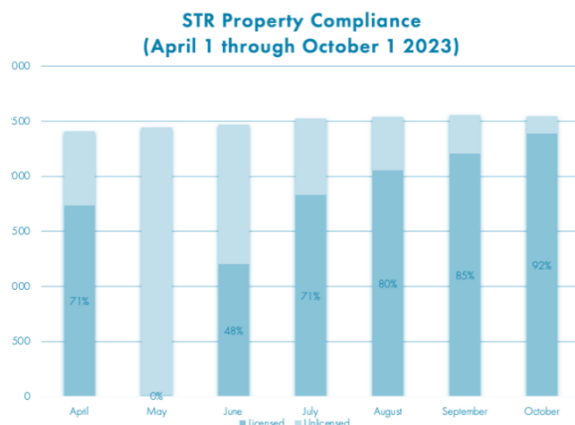
On January 3, 2023, Deckard Technologies replaced Avenu Insights as the provider of Short-Term Rental Identification and Management Services for South Padre Island, Texas—a premier beach destination with a high-demand short-term rental market. This successful transition highlights our expertise in implementing large-scale compliance and monitoring solutions. Managing a dynamic market like South Padre Island has provided invaluable real-world experience directly applicable to Albany, which had over **884 active short-term rental listings** last year. The best practices we’ve developed in project like these equip Deckard to help Albany effectively manage its short-term rental marketplace in compliance and a streamlined registration efforts.

In just 10 business days, we kicked off our program, configured the core Rentalscape system and opened access to staff in South Padre Island, which had over **9,000** short-term rental listings across more than **3,000** properties. South Padre Island started using Rentalscape on January 18 – just 15 days after finalizing their contract!

How is this possible? **It’s because Rentalscape by Deckard is the only platform that tracks short-term rental activity for every town, city, county, and state in the U.S.—not just for our customers, but for every single jurisdiction in the country. Rentalscape is already configured and live for the County of Albany – we just need to give you access.** Our competitors typically take months to build and configure a system for tracking your short-term rentals, all while charging you for a service that has yet to be built. With Rentalscape, you get a solution within weeks of signing the contract.



Shortly after signing with Deckard, South Padre Island decided to expire all existing licenses and launch a new registration program. While this is uncommon, South Padre Island took this bold step to ensure that registered properties were well managed. Deckard configured South Padre Island’s Short-Term Rental Registration platform to exactly match their ordinance between February and April for a go-live before May 1. After identifying over 95% of all short-term rentals on the island and with the help of the Rentalscape Outreach Campaign, we received over 2,300 license applications between May 1 and October 1, with more than 1,000 submitted in the first 24 hours of the new system going live.



After four years with Avenu Insights, South Padre Island had 72% compliance in short-term rental registration as of April 2023.

By October 2023, with the help of Deckard, South Padre Island raised their registered properties by over 600 and increased compliance to over 92%, with further gains still coming.

Figure 1: Compliance in South Padre Island

Senate Bill 2025-S820

01

Step one in a great STR program is having a well-designed regulatory framework. Deckard regularly works with the counties to develop great ordinances. New York State just enacted an exciting new law originally introduced as a Senate bill.

What makes it stand out?

- Each county is required to establish and maintain a STR registry
- The law mandates the collection of state and local taxes on short-term rentals
- The legislation imposes penalties for non-compliance
- Booking platforms are obligated to submit detailed quarterly reports to the New York State Department of State and, where applicable, to counties with registries.

The Message

02

Step two in a great STR program is **communication**. Deckard regularly works with council to communicate to the operators their responsibilities. The County of Albany can do this well too.

What would make Albany excel in communication?

- Clearly define on the County website how SB-820 will affect STR operators
- Create an FAQ for STR operators to understand their responsibilities
- Provide contact information for the appropriate County contact in regard to STR's

Many of our 400+ customers who utilize the Rentalscape Outreach program can enhance their messaging. Once we have identified all the non-compliant operators, multi-letter campaigns are incredibly effective in bringing operators into compliance. The key is to clearly communicate that you have been tracking their operations, have accurately identified their address, and have tied the identification of the advertised property to an exact the County of Albany parcel number.

Deckard ties STR listings to exact parcel numbers and regularly updates parcel owner contact details from county data. Unlike competitor systems, there is no manual work required by County staff to contact non-compliant operators.



The Data

03

Running a successful program is all about excellent data.

Having data that is complete, accurate, timely and actionable are all extremely important.

Deckard is a data company! We store over half a billion real estate images and monitor every listing in every city worldwide for changes daily. We store terabytes of data and add over one billion new records to our repository each day.

That's all great – but what does it get you?

How does the County of Albany benefit from great data?

Great data Great data enables effective outreach. It helps ease people into compliance, but more on compliance below. Deckard's data collection is unlike any other platform in the industry. While other providers mine a fixed set of platforms, Deckard uses AI systems to scour the web 24/7, continuously searching for new sites with short-term rental listings.

The short-term rental industry is expansive, with thousands of platforms, brands, and providers across the globe. Just how many STR platforms are out there? With **19,502 incorporated places** in the U.S. alone (each potentially hosting its own local STR website) the number is likely far greater than most realize. So far, we've identified over 10,000 platforms worldwide and continue to expand our database daily. It's a diverse and constantly evolving landscape, and our mission is to uncover and track every platform operating in this space.

But what does it all mean? Below is a sample breakdown of the types of sites, the information available on each, and why it's essential to look everywhere.



More is more.

We mine every single listing. Every single day.

THEY MINE

60

SITES

WE MINE

10,000

SITES

The Big Guys

Airbnb, Expedia, TripAdvisor, and Booking.com are the four largest advertising platforms for U.S. short-term rentals. However, these platforms often exist in different forms. For example, Stayz.com.au contains identical information to vrbo.com—both are Expedia sites. Stayz.com.au is simply the Australian version. Similarly, Bookabach.co.nz is another version of vrbo.com with a different logo; it's the New Zealand version. All three sites feature the same listings—they just have different branding.

Figure 2 lists the various forms these four platforms take. Note that many of these sites no longer exist; HomeAway.com and CanadaStays.com now simply redirect to VRBO.

Other solution providers that list all these sites as part of the catalog they monitor are just counting the same listings repeatedly, making it appear as though they monitor much more than they actually do.

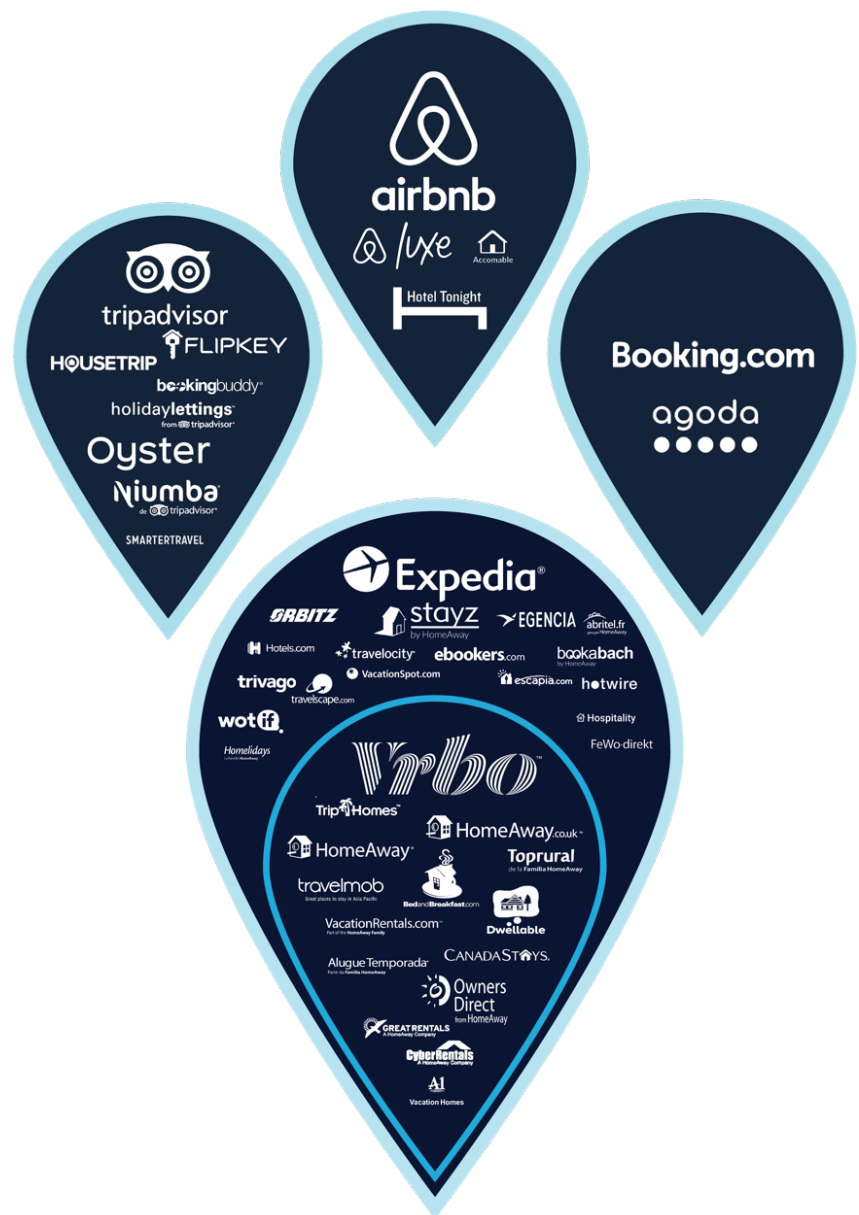


Figure 2: Various guises of the four major STR platforms

The Medium Guys

Deckard also monitors many smaller platforms, primarily specialty advertising sites such as Hipcamp.com, which focuses on camping sites, and BringFido.com, which specializes in pet-friendly accommodations. Another type of mid-sized STR site includes property management companies like Vacasa and Evolve.

Rentalscape by Deckard regularly tracks listings on Hipcamp, BringFido, HolidayRentalsByOwner, Evolve, Vacasa, and hundreds of other mid-sized short-term rental sites. These large property management companies operate nationally and frequently list their properties on both major platforms and their own sites. **MisterBandB** advertises around 38 listings in the County of Albany and many of their bookings are taken directly on their platform. Evolve has a presence in the County of Albany with 22 listings.

The Data Store

Rentalscape is the only system that continuously monitors short-term rental listings. It's the only platform that closely tracks every calendar and booking, ensuring that even last-minute reservations are captured. Without frequent monitoring, identifying these late additions would be impossible.



FutureCast™ tracks bookings as they are made. Rentalscape shows calendars for every property including the rate, the individual bookings and the date booked.

Figure 3 shows the calendar available within Rentalscape for every short-term rental property. The calendar on the left shows both past and future bookings. When two bookings are made back-to-back, they are highlighted in a different color (note change in color on May 7-11). The nightly rate is shown on all bookings along with the date the booking was made. To the right, the booking from June 20 to 26 was taken by the host on August 11, 2024.

Figure 3: Rentalscape Calendar

The Deckard AI platform consists of thousands of computers running 24/7, mining data and analyzing the results with AI. It holds over half a billion images, nearly a billion short-term rental screenshots, and trillions of data records.

This system is the foundation for improving compliance. If there is an interior or exterior photo of a property, we likely have it. Deckard houses the single largest real estate data repository in the world – it's what we use every day to identify properties, track activity and generate the evidence required to ensure near-total compliance in the County of Albany.

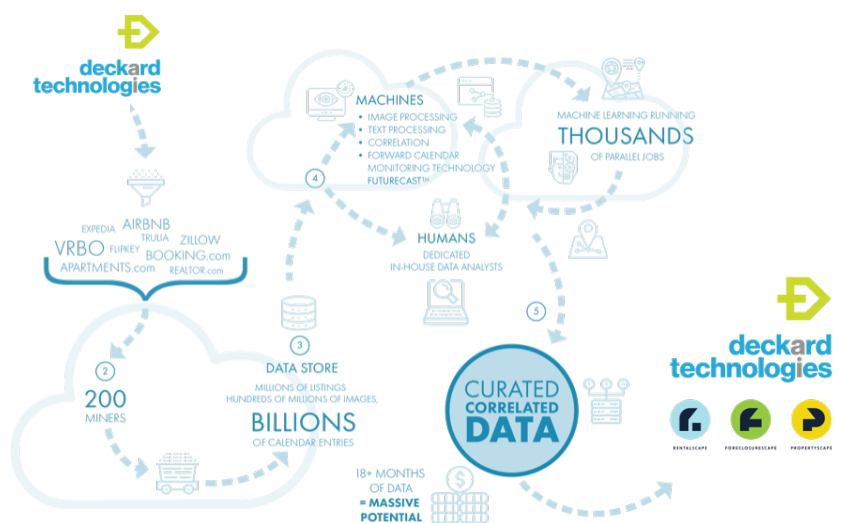


Figure 4: Deckard AI Platform

The Artificial Intelligence

04

Having the only system that mines every short-term rental listing every day is just part of the solution. Rentalscape discovers thousands of new images each day. Rentalscape processes over a billion new data records daily. This data volume is far beyond what can be managed by humans alone. This is why at Deckard we have built a massive machine learning system that leverages extensive image analysis, natural language processing (text analysis) and artificial intelligence to process the data. The result is that we identify new short-term rentals soon after they start advertising. Our vast real estate data store doesn't just contain short-term rental data—it includes real estate sales, long-term rentals, street view data, county property records, property sales information, and ownership details, all fed into our AI system.

To date, our analysts have already matched over 35 short-term rental listings with the exact property addresses within the County limits. We have approximately 841 listings yet to be mapped. Within 4-6 week of engaging with the County of Albany we expect to have over 95% of listings for properties correctly identified.

Figure 5 shows the Rentalscape map for the **County of Albany** where over **24** properties have already been identified using our artificial intelligence systems. The color-coded map currently uses **yellow dots** for unmatched addresses and **blue dots** for verified listings, once a contract is signed all dots will become **blue** within 4 weeks. When **the County of Albany** licensing data is upload, the team can color code each dot based on compliance so that the map view serves as a command center to quickly identify and address non-compliant properties.

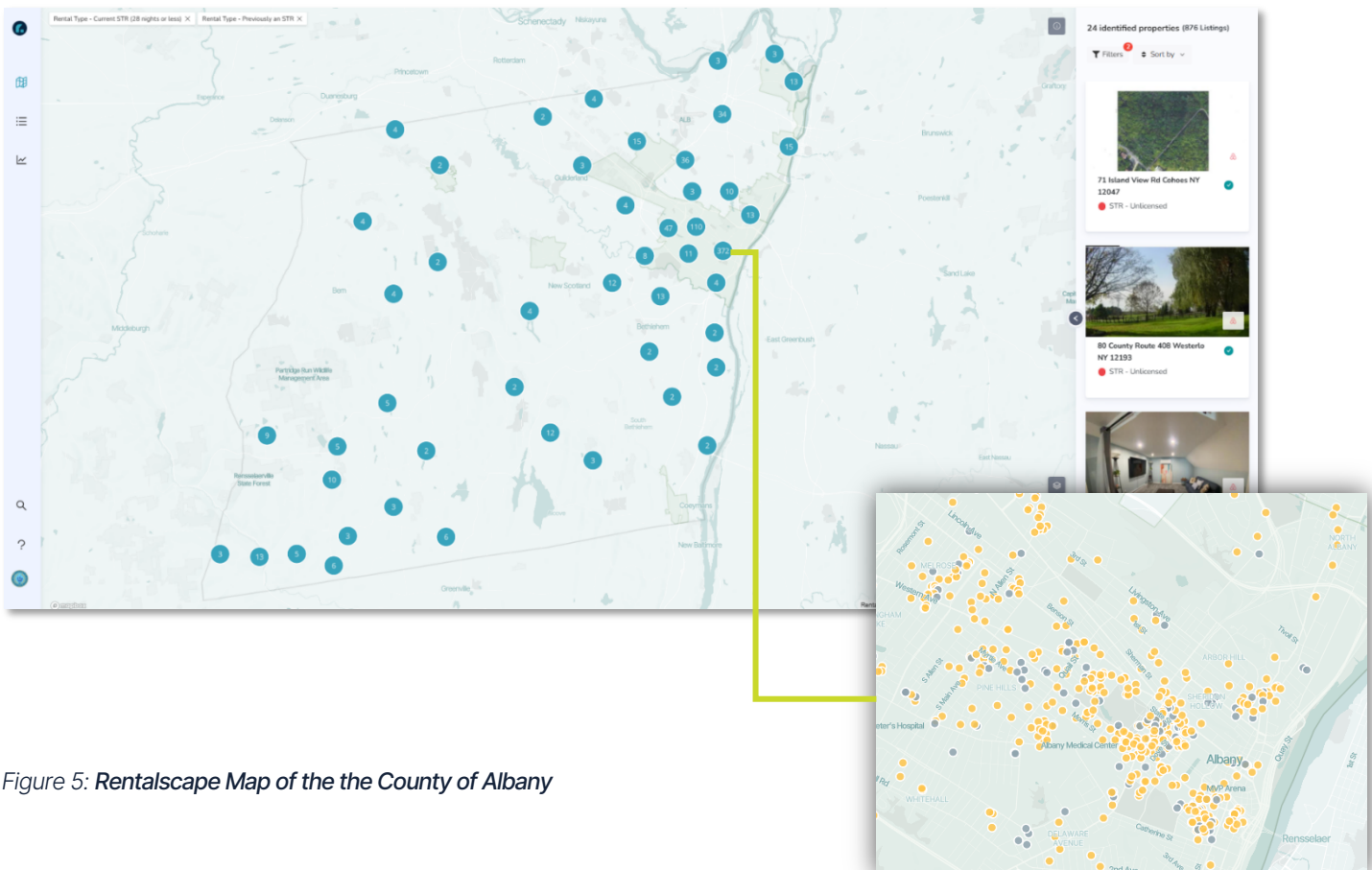


Figure 5: Rentalscape Map of the the County of Albany



Vrbo



Zillow

Figure 6: Image Matching

How does it all work? The Rentalscape image matching system is completely unique in the industry. This multi-tiered system can, of course, match identical images, but the real magic lies in the ability to match two different images of the same scene, whether internal or external. As shown in Figure 6 above, the Rentalscape image matching identified two different photos of the same property taken from different angles as being the same house. Our technology compares every photo from each short-term rental listing in the County to images in our real estate database. With over 884 listings processed, this has resulted in more than 700,000 photo comparisons. By leveraging publicly available Zillow listings where precise addresses are publicly available further enhances our efficiency, allowing us to pass cost savings on to our clients and achieve an operational speed four times faster than the industry average. With our extensive real estate and street view data, a powerful computing platform is essential to manage this workload. Fortunately, Rentalscape's advanced computing infrastructure operates around the clock, 365 days a year, matching every STR listing to its exact address/parcel number Figure 7 shows how Rentalscape matches an Airbnb listing in the Albany to a Zillow listing and most importantly it is also matched to the exact county parcel record.

Zillow Listing

Airbnb Listing

Albany County Interactive Mapping

Figure 7: Zillow Matching

Supervised machine learning requires ground truth—the more, the better. Ground truth must be incredibly accurate, and the more data available, the better the results. **This is why Deckard employs over 50 in-house data analysts who meticulously check every AI result and continually feed the machine learning system with additional ground truth.** Our analysts have manually verified over 350,000 short-term rental properties to ensure the accuracy of our data.

No other company invests as heavily into address mapping technology, nor does any other company employ as many full time, in-house analysts as Deckard!

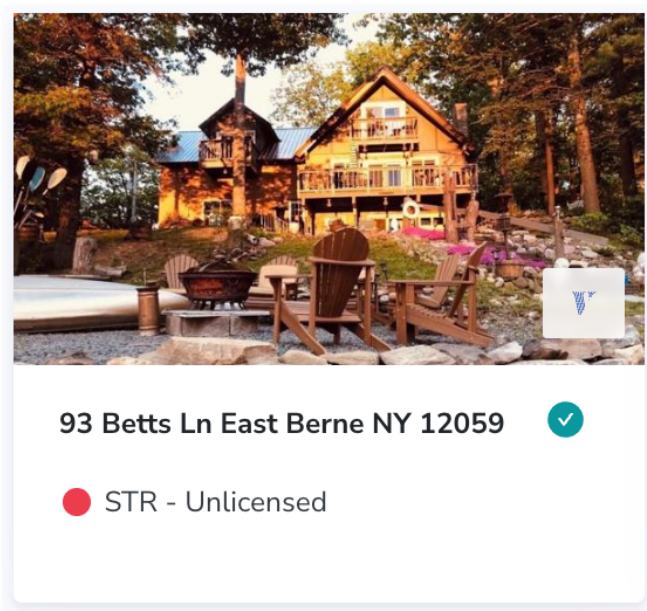


Figure 8: *Rentalscape verified property*



When you see the verified flag on Rentalscape, you know an in-house Rentalscape analyst has meticulously verified every aspect of the property – the address, the structure, the license, the owner – everything has been thoroughly checked.

Rentalscape is widely praised by its users for uncovering insights that would otherwise be impossible to obtain. It streamlines the work of compliance officers and tax collectors nationwide, ensuring both accuracy and efficiency. Far from simply making the job easier, Rentalscape transforms short-term rental management into a genuinely enjoyable process. By continuously processing massive amounts of real-time data, the platform delivers comprehensive oversight and valuable intelligence, placing it well ahead of competing solutions

Scope of Services

1. The following is an overview of the services that this RFP is requesting. This is just an overview, any services listed may or may not be required. We are looking for firms to provide at a minimum, these services, and any necessary related services throughout the contract period:

1. **Locate all short-term rental (STR) property listings and owners within Albany County**

Deckard Technologies locates all short-term rental (STR) listings and their associated owners within Albany County by using our data mining and proprietary address matching technology. Our Rentalscape platform continuously monitors both major and niche booking platforms including Airbnb, Vrbo, Booking.com, and smaller regional sites, to capture all active STR listings. Each listing is then matched to an exact parcel number and associated address, allowing us to identify the corresponding owner.

This comprehensive identification process provides Albany County with a verified inventory of STRs, complete with ownership data and listing-level details. The system also enables the County to distinguish between compliant and non-compliant operators and for the Deckard team to initiate targeted outreach when necessary.

2. **Identify and address patterns of non-compliance**

Rentalscape identifies and addresses patterns of non-compliance through continuous monitoring and advanced analytics within the Rentalscape platform. By scraping booking platforms weekly and matching each listing to a parcel number, we track activity such as occupancy levels, booking frequency, and calendar availability. The system flags potential violations such as unregistered rentals, listings that exceed occupancy limits, or properties advertising more units than allowed, based on rules configured to align with Albany County's regulations and state law.

This ongoing monitoring helps the County detect repeat violations, analyze trends across neighborhoods or property types, and focus enforcement efforts where non-compliance is most common. Combined with our mailed outreach campaigns, the County can proactively communicate with operators and guide properties into compliance more efficiently. Since the Rentalscape compliance system is directly connected to the registration portal, compliance statuses update in real time as registrations are processed, giving the County a current and reliable view of the short-term rental market.

3. **Address and enforce compliance of related regulations (Automated email/SMS notifications for renewal reminders, non-compliance, and tax reporting deadlines should be included in the web application)**

Deckard Technologies' system supports automated email notifications for key compliance events such as renewal reminders, non-compliance alerts, and tax reporting deadlines. These notifications are configured based on the County's preferences and are sent directly through the platform. As part of the registration process, we verify the email address submitted by the registrant to ensure it is active and valid, allowing the County to have confidence that communications are being successfully delivered. While SMS notifications are not currently supported, our email system is proven effective across hundreds of jurisdictions for maintaining timely communication with operators.

4. [Provide monitoring services of rental activity to include nights booked and revenue](#)

The Rentalscape system provides accurate estimates of rental activity by monitoring calendar data across all major booking platforms. Our system scrapes this data daily and uses proprietary algorithms to distinguish between revenue-generating nights and blackout or owner-occupied dates. This allows us to generate reliable estimates of nights booked and associated revenue for each property. By continuously updating and analyzing this data, the County can maintain a clear, real-time understanding of rental activity across both registered and unregistered short-term rentals.

5. [Provide education to hosts and training for county personnel to utilize the platform](#)

Deckard Technologies provides a comprehensive mix of educational materials and personalized training to ensure all hosts and County personnel can effectively use the platform. We offer host-facing materials developed for other jurisdictions that can be tailored to Albany County's requirements. Your assigned Customer Success Manager (CSM) will train County staff during implementation and remain available for additional training as needed, whether for new hires or refresher sessions. We are committed to ensuring that all users are confident in navigating the system, which has been intentionally designed to be intuitive and user-friendly.

6. [Perform community outreach regarding short-term rentals, requirements and how to register](#)

Deckard Technologies performs proactive community outreach on behalf of the County to educate short-term rental operators about local requirements and how to register. Outreach letters are sent using County-approved language and branding, including official letterhead, to ensure legitimacy and encourage action. These campaigns guide operators through the compliance process and direct them to the intuitive online registration portal, helping reduce the administrative burden on County staff while increasing registration rates. See page 45 for more information on the outreach campaign.

7. [Address Identification tied to unique county parcel data](#)

The Rentalscape system matches every identified short-term rental listing to a verified physical address and ties it directly to the County's parcel data. This ensures that all listings are accurately associated with a unique parcel number, enabling the County to maintain a complete inventory of properties and streamline compliance tracking, enforcement, and communication.

8. [Provide an easy to use online STR rental registry portal for owners/property managers and hosts to register](#)

Deckard Technologies provides a user-friendly, cloud-based short-term rental (STR) registration/registry portal designed to streamline the registration process for property owners, managers, and hosts. The system has been successfully deployed in jurisdictions across the country and is configured to match the County's ordinance and state regulations from the start.

The portal is intuitive, mobile-friendly, and ADA-compliant, enabling users to complete the entire registration workflow (including uploading documents, paying fees, and attesting to requirements such as insurance, safety certifications, or primary residency) without technical assistance. Users are guided step-by-step and receive automated email confirmations and reminders tied to key dates such as renewal deadlines or insurance expirations. As part of the registration process, emails are verified to ensure reliable communication. The portal supports bulk registration for professional managers handling multiple properties, and each registered property is assigned a unique registration number.

All collected data is tied to the County's parcel layer and stored within the Rentalscape platform, which updates the property's compliance status in real time once registration is approved. Document uploads (e.g., insurance, identification) are supplemented by configurable data fields, allowing the County to track expiration dates and enforce missing or incorrect documentation. If needed, the County can block registration approvals until missing documents are re-uploaded.

The registration portal also accommodates Booking Service Providers if required, with a dedicated workflow allowing them to submit platform-specific information through a structured process. All workflows, forms, field requirements, and communication templates are configured specifically to the County's needs and can be updated as regulations change.

Deckard's client success team works closely with County staff throughout the implementation process and beyond, offering ongoing support and training to ensure both staff and end users are comfortable and successful using the platform. See page 46 for information on the Registration Portal.

9. **Provide an online portal that is separate and distinct from the above stated registration portal that will assist with revenue collection and county government auditing (All portals must be responsive and mobile-friendly).**

Deckard Technologies provides a dedicated, mobile-friendly online portal specifically for revenue collection and county auditing purposes. This tax collection portal is separate from the registration portal and is designed to simplify the remittance process for short-term rental (STR) operators while providing the County with powerful auditing and reconciliation tools.

The portal allows property owners, hosts, or managers to remit STR-related taxes on a monthly, quarterly, or annual basis. As part of the remittance process, the portal can collect detailed information such as number of nights booked, revenue generated, guest counts, and booking platform used. All tax amounts, penalties, and late fees are automatically calculated based on the County's defined rules and tax rates, which are configured during implementation.

Deckard's system is integrated with a variety of payment processors, which are PCI-compliant that supports both credit card, ACH payments, and checks. Funds are remitted directly to the County, and nightly reconciliation reports are generated to assist in financial tracking and auditing. Property managers can utilize the bulk filing feature, allowing them to submit tax data for multiple properties at once while maintaining per-property reporting integrity.

All user activity, remittance history, and payment statuses are documented and stored indefinitely, with access restricted based on user roles and privileges. The County can run ad hoc or scheduled reports to monitor tax compliance and identify discrepancies.

In addition to collecting self-reported revenue, Rentalscape estimates revenue by scraping calendar data and applying advanced algorithms to determine which nights are booked and at what price. This allows the County to compare estimated revenue to reported revenue and flag potential cases of underreporting or non-filing for further investigation.

Automated reminder emails are sent to operators ahead of due dates for tax submissions, with the timing and frequency of those reminders fully configurable by the County. Additionally, all STR compliance data from the Rentalscape monitoring platform is integrated into the tax portal, allowing the County to cross-reference registration, rental activity, and tax remittance status in a consolidated environment.

This separation of portals one for registration and one for tax collection ensures clarity for users and provides the County with a structured, scalable solution for managing financial oversight and enforcement. See page 49 for more information on the Tax Collection Portal.

10. Assist with enforcement activities as needed

Deckard Technologies supports enforcement activities by providing Albany County with the tools, data, and documentation needed to identify and act on non-compliant short-term rental operators. Our Rentalscape system consolidates all relevant information into a property card that includes address, ownership, listing history, registration status, rental activity, and possible violations, allowing County staff to take informed enforcement actions.

The system automatically flags properties that are not registered, exceed occupancy limits, violate minimum night stays, or fail to upload required documentation such as proof of insurance. County staff can filter for these violations, generate outreach or enforcement letters directly from the system, and document communications and responses within the property card.

As needed, Deckard also supports physical outreach campaigns on behalf of the County, using County-approved language and branding to communicate registration requirements or non-compliance notices. For jurisdictions that require documentation for legal enforcement, we provide time- and date-stamped PDF screenshots of listing activity, as well as archived calendar data and platform reviews to establish a clear history of rental activity.

In the event that legal proceedings arise, Deckard is prepared to provide supporting documentation and can offer in-person testimony when necessary. Any associated travel and expert witness time may be billed at a standard hourly rate, to be agreed upon with the County in advance.

This comprehensive approach ensures that Albany County can move beyond monitoring and registration into targeted enforcement (backed by reliable data) a compliant communications process, and a support team familiar with municipal STR enforcement practices.

11. Provide GIS solution that can provide segmentation for each incorporated area within the County

Deckard Technologies provides a GIS-enabled solution that allows Albany County to segment short-term rental data by each incorporated area within the County using jurisdictional shapefiles. Each property in the Rentalscape platform is tied to a verified parcel number with corresponding latitude and longitude coordinates, enabling the system to automatically assign properties to the correct city, town, or other designated area.

County staff can upload shapefiles to define the exact borders of each incorporated area, HOA, or zone. These shapefiles are used to filter and segment the data in both the list view and on the interactive map, allowing users to analyze STR activity and compliance at a highly localized level. For example, staff can view only properties within Albany County or isolate STRs in specific zoning overlays that prohibit rentals.

12. The registry portal and outreach materials must support multiple languages, including Spanish and other languages commonly spoken in Albany County.

The registration portal is designed to support multiple languages, including Spanish and other languages commonly spoken in Albany County. All static text on the portal is fully translatable through browser-based translation tools, ensuring accessibility for a diverse population of property owners and hosts. Outreach materials can be provided in multiple languages upon request, and we regularly work with jurisdictions to

tailor outreach content to the primary languages spoken in their communities. Our team is also experienced in collaborating with local staff to ensure that translated materials are culturally appropriate and aligned with regulatory goals.

13. **Vendor will provide training to County officials on all aspects of their proposed product.**

Comprehensive training is provided to all relevant County staff as part of the onboarding process. This includes live virtual training sessions that cover every aspect of the system, from navigating the registration portal and accessing compliance data, to generating reports and managing outreach workflows. Training is tailored to the needs of each department, whether staff are involved in enforcement, tax collection, or administrative oversight. A recording of the training session is made available for future reference or onboarding new staff.

In addition, the assigned Client Success Manager (CSM) will remain available throughout the life of the contract to provide ongoing training and support as needed. This ensures that County officials are always equipped to use the system effectively, even as new features are released or team members change.

14. **Vendor must document procedures for scope expansion, rate negotiation, and approval of additional services.**

Procedures for scope expansion, rate negotiation, and approval of additional services are clearly documented and will be provided upon contract execution. Any request for additional services begins with a discussion between the County and the assigned Client Success Manager to define goals and clarify deliverables. Based on that discussion, Deckard Technologies will provide a formal scope of work, timeline, and pricing proposal for the County's review.

All rate adjustments for additional services are determined based on the level of effort, technical complexity, and impact on existing workflows. No additional work is initiated without written approval from the County. This collaborative and transparent process ensures that all scope changes are fully understood, appropriately resourced, and aligned with the County's objectives.

2. **The vendor and the product should include three distinct features:**

1. **Registration Portal— will create the registry referenced in the NYS Law, collect a registration fee to offset contract costs, provide listing to ensure rentals as registered per new law. Registration portal should include validation rules for data accuracy and completeness (e.g., valid parcel ID, matching address format, required documentation uploads).**

Deckard Technologies will provide a comprehensive registration portal specifically designed to support the registry requirements outlined in the NYS Law. The portal is branded with Albany County's information and configured to collect all required data fields, documents, and fees. Property owners and managers can easily register their short-term rental through a mobile-friendly, user-friendly interface that guides them step by step through the process.

The system is equipped with validation rules to ensure data accuracy and completeness. These include checks for valid parcel identification numbers, address formatting that aligns with County records, and enforcement of required fields and document uploads. The portal also includes the ability to upload

compliance documents such as proof of insurance, identification, and any required permits or authorizations.

If the County chooses to implement a registration fee, the portal can collect and track these payments to help offset contract costs. The system automatically flags incomplete or invalid submissions and supports workflows to notify applicants and County staff of missing items.

All registered listings are linked to our compliance monitoring database, ensuring the County can validate that active short-term rentals have completed the registration process per the new law.

2. **Quarterly Payment Portal**—The creation of a separate and distinct online tax portal for the collection AND payment of hotel occupancy tax from hosts directly to the County (this includes the collection of backup documentation, inclusive of quarterly returns and rental room night exemption detail, from owners/hosts for county government auditing purposes). This will comply with Albany County Local Law as it relates to taxable stays and payment to the County. Vendor must either provide or integrate with an approved PCI-compliant payment processor.

Deckard Technologies will provide a separate and distinct online quarterly payment portal designed specifically for the secure collection and remittance of hotel occupancy tax in compliance with Albany County Local Law. The portal allows property owners and hosts to file returns, remit payment, and upload all required backup documentation, including quarterly returns and any relevant rental room night exemption details. This functionality supports County auditing processes and ensures accurate and complete tax reporting.

The portal is mobile-friendly, easy to navigate, and does not require activation codes or account numbers to access. Each host can associate their user profile with multiple rental properties, pay for all of them simultaneously, and retain historical filing data for audit purposes. Property managers can also take advantage of the bulk filing option, uploading tax details for multiple properties in a single action while preserving individual property-level reporting.

All tax payments are processed through an integrated PCI-compliant payment processor approved by Deckard Technologies or the County. The system generates downloadable reconciliation and audit reports and stores historical data indefinitely, providing a full financial record that can be accessed by County staff for oversight or investigation. This dedicated tax portal ensures streamlined, secure, and transparent tax remittance aligned with Albany County's requirements.

3. **Audit Data**— vendor would provide data on available rental nights, per location as listed online platforms; the number of rooms rented (if known), the listed range of rental rates (in order to detect any and all discrepancies).

Deckard Technologies provides robust audit data to support Albany County's enforcement and tax verification efforts. Our system scrapes calendar data daily from all major short-term rental platforms to determine the number of nights each property is available for rent. This allows us to calculate accurate estimates of booked versus blocked nights, distinguish between owner stays and revenue-generating activity, and identify listings that may be advertising but not actively renting.

For each listing, we provide the number of rooms or entire units offered (when disclosed), as well as the full range of advertised nightly rates over the reporting period. This data can be used to identify discrepancies between reported tax filings and actual rental activity, such as listings with active calendars but no reported revenue, or properties consistently priced well above declared values.

Our audit data includes time-stamped calendar availability, pricing history, and listing metadata tied to a verified parcel number. This level of detail equips County staff with the insights necessary to investigate potential underreporting or misclassification and supports enforcement actions with defensible, platform-sourced evidence.

3. The vendor should create a customizable, web-based online solution that collects and supplies the following aggregate data on short term rentals from all STR platforms on a monthly basis for all short-term rentals in Albany County:

- **The total number of active short-term rental property addresses**
Deckard Technologies provides a monthly count of all active short-term rental advertised listing and associated property addresses; all matched to verified parcel numbers within Albany County.
- **The total number of active short-term rental listings on each platform**
Our system tracks all major short-term rental platforms and delivers a monthly breakdown of active listings by platform (e.g., Airbnb, VRBO, Booking.com).
- **The average daily rate for short term rental properties**
We calculate and report the average daily rate for all active listings in Albany County each month based on scraped calendar and pricing data.
- **The average occupancy rate for short term rental properties**
Deckard's system estimates the average occupancy rate by analyzing daily scraped calendar availability and booked dates, providing monthly county-wide averages.

4. Additionally, the County is seeking registration data on individual short-term rental properties located within its boundaries that consists of the following:

- **Property address and Tax Map Number**
This information is captured and displayed on each property card within the Rentalscape system, with all listings matched to verified parcel data, including Tax Map Number.
- **Property type (i.e. entire house or partial house)**
The Rentalscape system classifies each listing by property type, such as entire home, private room, or shared space, based on platform data.
- **Number of units in the building where the STR unit is located**
We identify the number of units in the building when available through assessor data or registration inputs, and display it on the property card.

- [Whether the owner or host of the STR unit resides in the building, and whether they reside in the unit that is being utilized as an STR](#)
Owner occupancy is indicated on the property card, using mined data from the advertisement to see if the property has an owner on premise.
- [The number of STR units owned by the same owner within Albany County](#)
The system tracks and displays the number of short-term rental units associated with each verified property owner across the County.
- [The number of STR units hosted by the same host within Albany County](#)
Listings associated with the same host ID are grouped, allowing us to show how many listings a single host manages in the County.
- [Property amenities](#)
Amenities are extracted from listing data and listed on the property card, including details like Wi-Fi, kitchen, air conditioning, etc.
- [Number of Rooms Available for Rental at that location](#)
The system collects and displays the number of rooms offered for rent, as stated on the listing platforms.
- [Maximum Occupancy—number of beds](#)
Occupancy and number of beds are tracked on each property card, as disclosed in the listing description.
- [Proof of Registration to pay sales tax](#)
The registration portal can collect and store tax registration documentation/status, which is linked to the property card for County to track compliance on a per property basis.
- [Name and complete legal address of person hosting the unit \(operator/manager\), if not the owner](#)
This information is collected via the registration portal and shown in the Rentalscape system when provided.
- [Operator/manager contact information](#)
Contact information for the host or manager is collected through registration and tied to the listing in the system.
- [Booking platform\(s\) where property is listed \(Airbnb.com, VRBO, etc.\)](#)
The system lists all platforms where the property is currently active, based on cross-platform monitoring.
- [Listing URL\(s\)](#)
Each property card contains direct URLs to all active/innactive listings associated with the property.

- **Rental history (number of nights booked per month)**
We provide monthly booking estimates based on daily calendar scraping, which are displayed in the rental history section of the property card.
- **Number of guest reviews**
The total number of reviews and associated content is captured and updated regularly for each listing within the history section of the property card.
- **Expected Date of First Rental**
The system tracks when the listing was first seen online and displays the earliest recorded rental availability date on the property card.

5. Data on individual short-term rentals should be regularly maintained and reportable data should be accessible to the County. Quarterly reports should be provided to the County. All data collected and provided by the vendor will be owned by Albany County. Furthermore, said data is confidential and cannot be shared publicly.

- **Reports should include geospatial visualizations and heatmaps of STR concentration and activity.**
The Rentalscape platform includes dynamic geospatial visualizations and property counts that display STR concentration, activity levels, and compliance status. These visual tools can be filtered by zone, neighborhood, or custom shapefiles provided by the County. All quarterly reports include downloadable reports to support enforcement and policy decisions. The system includes a wide range of filtering options, developed in collaboration with over 400 customers to ensure practical, real-world usability. Users can filter the map by violations, geographic location, active listings, and other key attributes to quickly identify areas of concern and focus enforcement efforts.

All data collected through the Rentalscape system is solely owned by Albany County. Deckard Technologies acts only as a data processor and does not share, repurpose, or distribute County data for any other use. The data is stored securely and can be easily extracted at any time in standard formats such as CSV or Excel for internal use, reporting, or integration with other County systems. Quarterly reports, as well as on-demand exports, are available to ensure full transparency and County control over all information collected and maintained.

- **The platform should integrate with other County systems such as GIS (Esri ArcGIS), permitting (Tyler Community Development), and tax software (Tyler Munis/EERP).**
Deckard Technologies supports integration with external systems, including Esri ArcGIS for GIS overlays and mapping, and can export data in formats compatible with Tyler Community Development and Tyler Munis/EERP. We also offer automated data sharing via secure SFTP or custom API integration, subject to a defined scope and technical review. If technical integrations are required, we will work with the County to fully understand the integration points and system architecture in order to accurately assess the level of effort and associate a corresponding cost. Integration planning will be coordinated with the County to ensure seamless alignment with internal workflows.

6. The County is also seeking a vendor who can assist municipalities with the enforcement of State and local short-term rental regulations, which includes the following:

- Support for permitting and registration of short-term rental properties, including outreach and direction to owners/hosts with portal/registration information.

Deckard Technologies provides full support for permitting and registration efforts through a mobile-friendly portal designed to guide owners and hosts through the registration process. Our system matches each STR listing to a verified property address and tax mailing contact, enabling us to conduct direct outreach campaigns on behalf of the County and its municipalities. Outreach materials can include detailed instructions, portal links, and jurisdiction-specific requirements to ensure owners are clearly informed of their obligations.

- Preparation and mailing of form letters to short term rental owners.

We handle the preparation and mailing of compliance letters to STR owners, including registration notices, permit reminders, and violation warnings. Letters are customized to each municipality's branding and regulations, and are mailed to verified tax mailing addresses. All outreach activity is logged in the Rentalscape system and can be tracked by County and municipal staff. Please see page 45 for more information on the outreach campaigns.

- Municipality-specific dashboards should be available to local officials to monitor compliance and activity in their jurisdiction.

Each municipality within Albany County can be granted access to a tailored dashboard that shows only the STR activity within its defined boundaries. Dashboards include filters for compliance status, booking activity, violations, registration status, and more. Data is viewable in map and list formats, with export options for reporting and enforcement follow-up. Dashboards are designed to provide local officials with a real-time, actionable view of STR activity in their communities.

7. Cybersecurity considerations:

- Vendor must comply with all applicable data privacy laws (e.g., NY SHIELD Act), and data must be stored in a secure, U.S.-based environment.

Deckard Technologies complies with all applicable data privacy and protection laws, including the NY SHIELD Act. All data is stored in secure, U.S.-based cloud infrastructure with encryption applied both in transit and at rest. Our systems and internal processes are SOC 2 Type II compliant, ensuring adherence to rigorous standards for data security, availability, processing integrity, and confidentiality. Role-based access control and continuous monitoring are in place to safeguard sensitive information and ensure accountability. See page 39 for more information on Deckard Security.

- Both portals must include audit logs, user activity tracking, and secure user authentication (e.g., 2FA) to prevent misuse.

Both the registration and tax portals include comprehensive logs and user activity tracking to ensure transparency and security. Secure user authentication is built into the platform, and two-factor

authentication (2FA) can be enabled for County staff and administrators to prevent unauthorized access and misuse. Single sign-on (SSO) can also be supported for County Staff, allowing integration with the County's existing identity provider for streamlined and secure access management.

- [Proposals must include SLAs for support response times, system uptime, and maintenance windows.](#)
Our standard Service Level Agreement (SLA) includes a 99.9% uptime commitment, response times based on severity level, and scheduled maintenance windows with prior notification. See page 40 for Deckard's SLA.
- [The vendor must provide technical support and maintain 99.9% uptime for all public-facing portals.](#)
Deckard Technologies maintains 99.9% uptime for all public-facing portals, supported by redundant hosting infrastructure and continuous system monitoring. Our technical support team is available via email and phone during business hours, with emergency support procedures in place for critical issues outside normal operating times.

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System Security

Overview

System Reliability, Data Integrity, Security Policy & Practice

Deckard Technologies, as a SOC 2 Type I compliant organization, will implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of the county data. These security measures will be in accordance with recognized industry practices. The County of Albany will retain all rights, title, and interest in its data related to the services provided under this Agreement.

System Integrity

Deckard Technologies hosts all systems on Amazon Web Services (AWS), certified under FIPS, FEDRAM, PCI DSS, and SOC2.

To enhance security beyond AWS, Deckard enforces internal policies, such as daily virtual machine replacements and service restarts every 15 minutes. All services operate within private virtual networks, monitored via API Gateways. Access is restricted to internal development staff. No data breaches have occurred, and the last 18 months have seen 100% system uptime.

Data Storage & Segregation

Government data is stored encrypted on AWS (Amazon S3 and Postgres databases). Access is tightly controlled via schema-level separation, ensuring no cross-customer data exposure.

All data is traceable, and access is fully governed. Data is transmitted securely over TLS 1.2 or above. Systems are defined as code, enabling full reconstruction within minutes if compromised.

Daily backups and restoration tests ensure database recovery under one hour.

Personal Information Handling

Deckard uses Digify for secure handling of personal documents.

Deckard staff never access personal data, which is accessed only by government users through Digify integrated in the Rentalscape platform.

Digify complies with ISO 27001, GDPR, and HIPAA standards, and is also hosted on AWS.

Payment Processing

Deckard's Rentalscape system processes hundreds of millions of dollars for local governments. No payment information is stored by Deckard. All integrations are with SOC-compliant providers, including:

- ✓ Stripe
- ✓ Hamer Payments
- ✓ Fiserv
- ✓ Heartland
- ✓ Full Pay
- ✓ CORE
- ✓ Invoice Cloud

Visit our Security Section

Click the button below to learn more

LEARN MORE

Service Level Agreement

At Deckard, we develop reliable and safe systems. We want our government clients and their constituents to have confidence that our systems are available, reliable, accurate and safe. We have our core security, dev-ops and development teams on call 24/7 in the unlikely event a breach or outage occurs. We audit access, and test system integrity on a daily basis.

This SLA defines the terms, conditions, and expectations for the response and resolution of customer service-related issues and critical incidents (bugs) encountered by the Customer when using the software provided by Deckard Technologies.

Severity Level and Response Targets

Severity Level	Description	Response Target	Resolution Plan with Timeline
Priority 0 (P0)	Total loss of system functionality. Indications of a security incident	Within 15 minutes *For registration and tax payment systems within 1 hour the site will be replaced with a message explaining the situation	Within 8 business hours
Priority 1 (P1)	Significant loss of functionality, e.g. a significant portion of users are unable to login or pay.	Within 2 Business Hours	Within 8 business hours
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 1 Business Day	Within 1 Business Day
Priority 3 (P3)	Non-critical, short-term issues affecting a small segment of users, along with non-urgent administrative inquiries	Within 2 Business Days	Within 2 Business Days

Resolution Time:

- The Provider is committed to resolving confirmed critical, severity one incidents (including complete service outage or a loss of essential functionality) as soon as possible, with an expected resolution by the start of the next business day (after incident confirmation).
- Resolution times for confirmed non-critical issues may vary depending on the complexity and impact of the issue and will be determined on a case-by-case basis.

Reporting Issues

- The Customer shall report P1 and below through this designated email: rentalscape.support@deckard.com
- Critical P0 issues shall be reported by phone; additional contacts to be provided.
- These reports should include a detailed description of the issue, including any relevant documentation, screenshots, or error messages.

Additional Information

The Rentalscape Portal

The Rentalscape portal is a cloud-based system for County staff to track STR properties, monitor STR activity, manage STR permits, and record information about properties. The data in the system is constantly updated as new properties are discovered and addresses are identified, new permit applications are made, and permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the County **covering at least the last 12 months**. We use U.S. Census data to identify County limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the County until they are accurately identified. Occasionally, an STR listing's estimated location falls outside the County, but once the actual address is identified, it is confirmed to be inside the County.

Rentalscape displays:

1. Any registered STR property
2. Any property with a currently live STR listing
3. Any property that is currently compliant/non-complaint
4. Any property with a past or future STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA) and to download all results. All data displayed is available for direct download from Rentalscape.

Figure 9 below is an example of a property displayed in Rentalscape. Note that the calendar shows not only booked dates but also differentiates between separate bookings, displaying the nightly rate and the date each booking was made. Additionally, note that the booking from June 20 and 26 of 2025 was made on August 11, 2024.

The information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Residential type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the County of Albany ordinance

Listing Characteristics

1. Listing URL for each listing associated with each specific property
2. Listing ad ID for each listing associated with each specific property
3. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (frequently updated calendar)
4. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
5. Host name (when available)
6. Stay limitations (minimum/maximum)
7. Permit/license number if included in the listing
8. Daily Rental rate at time of booking
9. Rental frequency
10. Individual links to all active listing for the property
11. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
12. Rental type (Whole home, shared home)
13. Bedrooms and bathrooms advertised
14. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

1. Occupancy rate
2. Estimated rental income
3. Estimated tax

As shown below (Figure 9), for each property, Rentalscape presents all available data for each property on the property detail screen, starting with a compliance box that highlights any detected violations. Rentalscape is configured to match the County's ordinance and is capable of flagging violations following the County's exact rules, including, but not limited to, permit registration and advertised occupancy versus permitted occupancy. Rentalscape looks for bookings less than 28 days when flagging STRs. When bookings exceed 28 days, they are correctly categorized as long-term rentals and do not cause the property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as 'no longer listed' or 'only performing long-term rentals,' only for those properties to re-list or take a short-term rental booking, which is subsequently missed by these other vendors, violating the County's ordinance. **Rentalscape continuously monitors every listing every day**, including bookings up to a year in advance. As soon as an unpermitted booking is made, Rentalscape sets a violation.

Overview Potential Violations History Activity Feed



1 62 Fleming Rd Rensselaerville NY 12147 ✓

Possible Violations (0)
We found no violations for this property

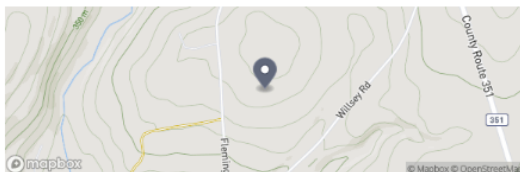
All (1) Airbnb (1)

2 Airbnb 759934326735690810 ✓

3 [Dispute Address](#) [History](#) [Live Listing](#)

4 Host Tracy Bedroom advertised 3
STR License displayed 5 None Occupancy advertised 8
Unit type Full Unit Rental Structure Main Structure
First seen 2022-11-24

Location



Property Details

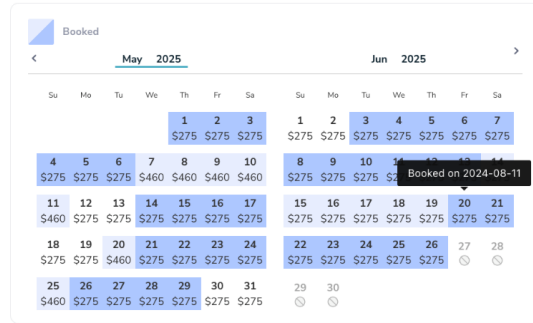
APN 6 Owner

Room N/A N/A

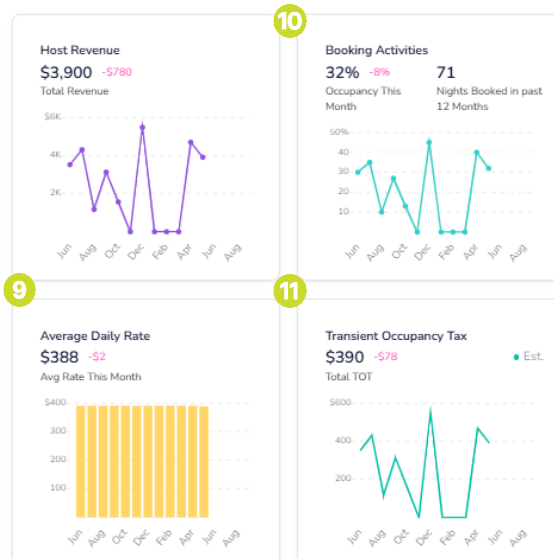
First identified date 2025-03-31

7 Owner address:

8 Booking Activities



Aggregate Statistics



1 STR ADDRESS

7 OWNER ADDRESS

2 PLATFORM ID

8 ACTIVITY: • OCCUPANCY • COST • BOOKINGS

3 LINK TO LIVE AD

9 NIGHTLY BOOKING RATE

4 HOST NAME

10 RENTAL ACTIVITY

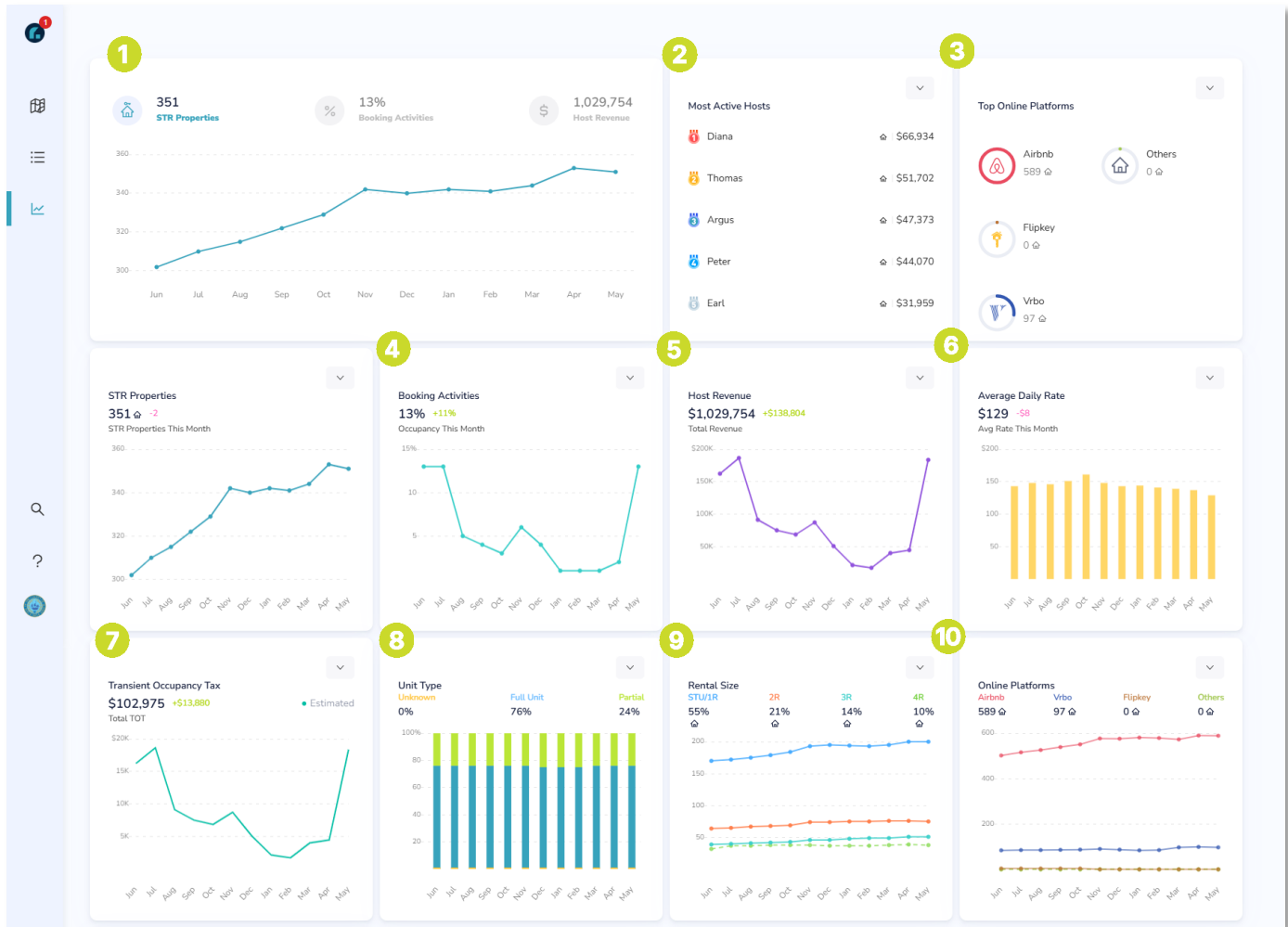
5 OCCUPANCY

11 ESTIMATED LODGING TAX

6 OWNER NAME

Figure 9: Rentalscape STR Property Details for Albany County, NY

Rentalscape also includes a Dashboard that provides an overview of all STR activity in the County. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See Figure 10, below as an example of the County of Albany Dashboard. Please note that some charts will not be activated until we go live in Albany.



- | | |
|-----------------------------|--------------------------------|
| 1 STR PROPERTIES | 7 ESTIMATED TAX REVENUE |
| 2 MOST ACTIVE HOSTS | 8 UNIT TYPE |
| 3 TOP PLATFORMS | 9 RENTAL SIZE |
| 4 BOOKING ACTIVITIES | 10 ONLINE PLATFORMS |
| 5 HOST REVENUE | |
| 6 AVERAGE DAILY RATE | |

Figure 10: Rentalscape Albany Dashboard Example

Letter Campaign for STR Hosts

Rentalscape will create and send letters to all identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by the County of Albany staff before the mailings begin.

Rentalscape's targeted letter campaign, strategically timed to generate the best results, has proven highly effective in reducing the number of unregistered hosts by over 50% within the first six months of a new client engagement. Recently, Placer County in California used Rentalscape to identify a single property where taxes due exceeded \$50,000.



Figure 11: Rentalscape Placer County Complaint Letter

STR Registration & Renewal Portal

The STR Registration and Renewal Portal - [Web-based and Mobile-enabled Online] is an intuitive, user-friendly, and fully configurable system for STR registration. This portal allows STR owners and property managers to register their short-term rental properties with minimal effort. The portal is designed to accommodate both small single-property operators and large property managers with multiple properties.

The STR registration portal syncs all data with the local jurisdiction's Assessor Parcel Number, ensuring that only properties with parcels in your community can register. This eliminates the need for activation codes or support from County/Vendor. However, if assistance is needed, the Deckard team is always available to provide support to the property manager or property owner as needed.

The STR registration portal also tracks properties using GIS shape files, allowing specific neighborhoods or residential zones to be included or excluded from the ability to register, even identifying exempt properties. The registration system can be configured to accept affidavits of compliance, copies of insurance coverage, any documents required, acknowledgment of the submission of a tax registration forms to County, along with any other configuration or affidavit necessitated by the County.

Case Study: Placer County, CA, has over 5,000 short-term rental properties with more than 11,000 STR listings associated with them. The simplicity of the Rentalscape Registration Portal enabled the Deckard Technologies team, on behalf of Placer County, to identify, conduct outreach, and register over 5,000 properties in under four weeks with minimal need for human interaction.

Configuration of this portal to include the County of Albany branding.

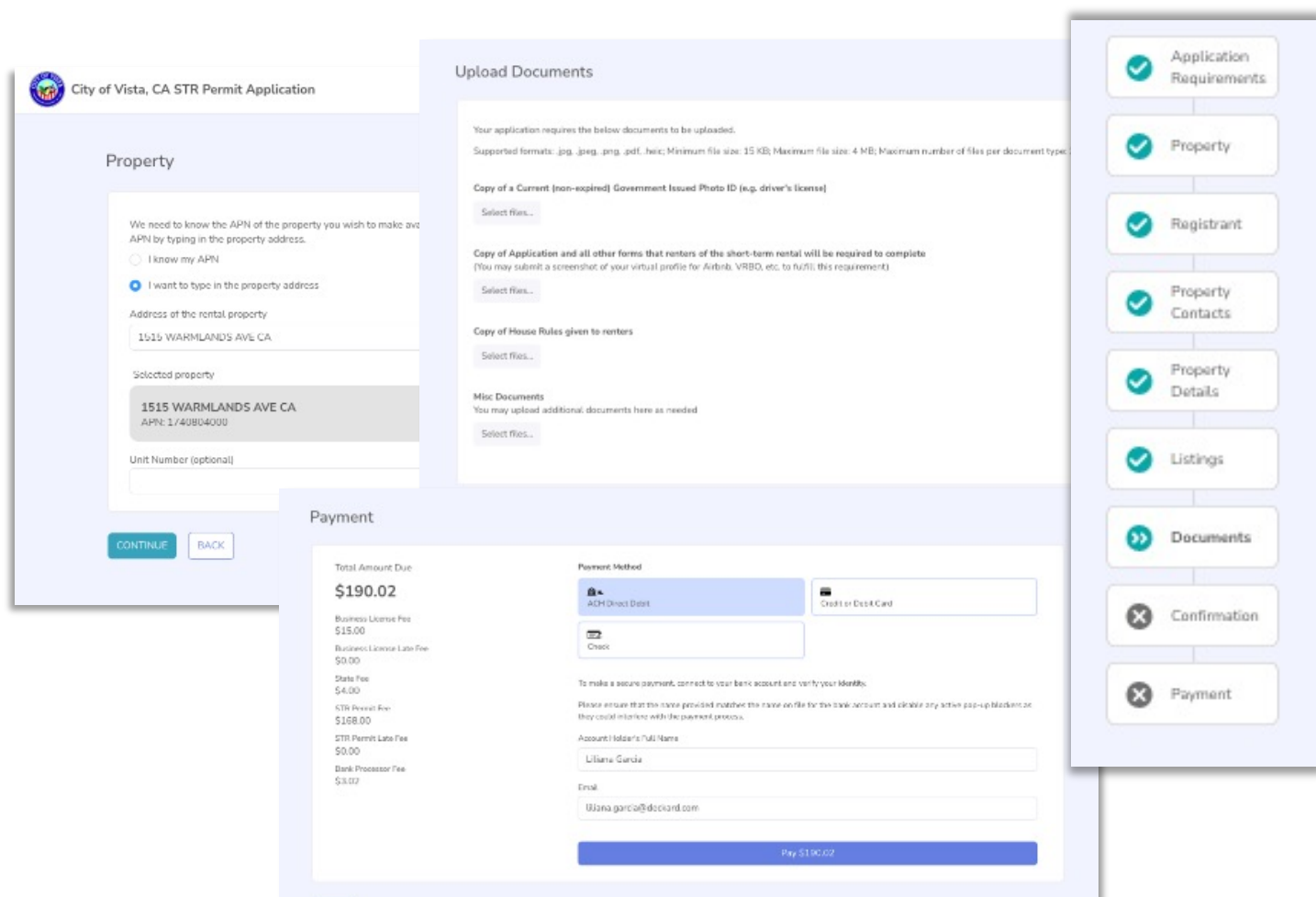
- Adding custom fields such as occupancy rules specific to the County (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the County wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the **Rentalscape Permit Management** portal allows County staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The **Rentalscape Registration portal** also allows STR operators to update contact details for themselves, their property managers, and their local contacts. Rentalscape sends an email notification to both the applicant and the County for each new application received and every permit approved. Additionally, Rentalscape generates a daily report containing the status and details of all permits. Figure 12 below shows the Registration system fields.

The Rentalscape staff will work with the County of Albany to configure the registration system as needed.



City of Vista, CA STR Permit Application

Property

We need to know the APN of the property you wish to make an APN by typing in the property address.

☐ I know my APN

☒ I want to type in the property address

Address of the rental property
1515 WARMLANDS AVE CA

Selected property
1515 WARMLANDS AVE CA
APN: 1740804000

Unit Number (optional)

Upload Documents

Your application requires the below documents to be uploaded.
Supported formats: .jpg, .jpeg, .png, .pdf, .heic; Minimum file size: 15 KB; Maximum file size: 4 MB; Maximum number of files per document type.

Copy of a Current (non-expired) Government Issued Photo ID (e.g. driver's license)
Select files...

Copy of Application and all other forms that renters of the short-term rental will be required to complete (You may submit a screenshot of your virtual profile for Airbnb, VRBO, etc. to fulfill this requirement)
Select files...

Copy of House Rules given to renters
Select files...

Misc Documents
You may upload additional documents here as needed
Select files...

Payment

Total Amount Due
\$190.02

Business License Fee \$15.00
Business License Late Fee \$0.00
State Fee \$4.00
STR Permit Fee \$168.00
STR Permit Late Fee \$0.00
Bank Processor Fee \$3.02

Payment Method

☒ ACH Direct Debit
☐ Credit or Debit Card
☐ Check

To make a secure payment, connect to your bank account and verify your identity.
Please ensure that the name provided matches the name on file for the bank account and enable any active pop-up blockers as they could interfere with the payment process.

Account Holder's Full Name
Liliana Garcia

Email
liliana.garcia@dockand.com

Pay \$190.02

Progress Sidebar:

- Application Requirements ✓
- Property ✓
- Registrant ✓
- Property Contacts ✓
- Property Details ✓
- Listings ✓
- Documents →
- Confirmation ✗
- Payment ✗

Figure 12: Rentalscape STR Registration System

Registration Management

The Rentalscape County Registration Management portal allows County staff with comprehensive tools to manage short-term rental (STR) registrations and applications. Through the portal, staff can view registrations, update statuses (approve, deny, or revoke), and add notes. Each STR registration is automatically linked to identified STR listings that match the address, with accuracy ensured using APNs and unit numbers.

The ability to track registrations effectively is crucial for managing a successful STR program. This functionality is an integral part of our registration portal, streamlining the oversight of registrations and enhancing the overall efficiency of program administration.

464 Whipporwill

STR License

Current

License number

002390

License holder

Issue date

2024-09-01

Expiration date

2025-09-02

> Collapse details

Current

Withdrawn

Revoked

Suspended

Send license

Edit

License settings

Permit Held By

Property manager

Permit Holder

First Name

Last Name

Phone Number

Email

Property Manager

First Name

Last Name

Phone Number

Email

Property Owner(s)

Property Owner #1

First Name

Last Name

Phone Number

Email

Responsible Operator Contact

Possible Violations

We found no violations for this property

Add Note

Talked to owner. Tennant Notice is in place and back-taxes have been remited.

Add

Figure 13: Rentalscape Permit Details Screen showing notes, permit status and details of all permits

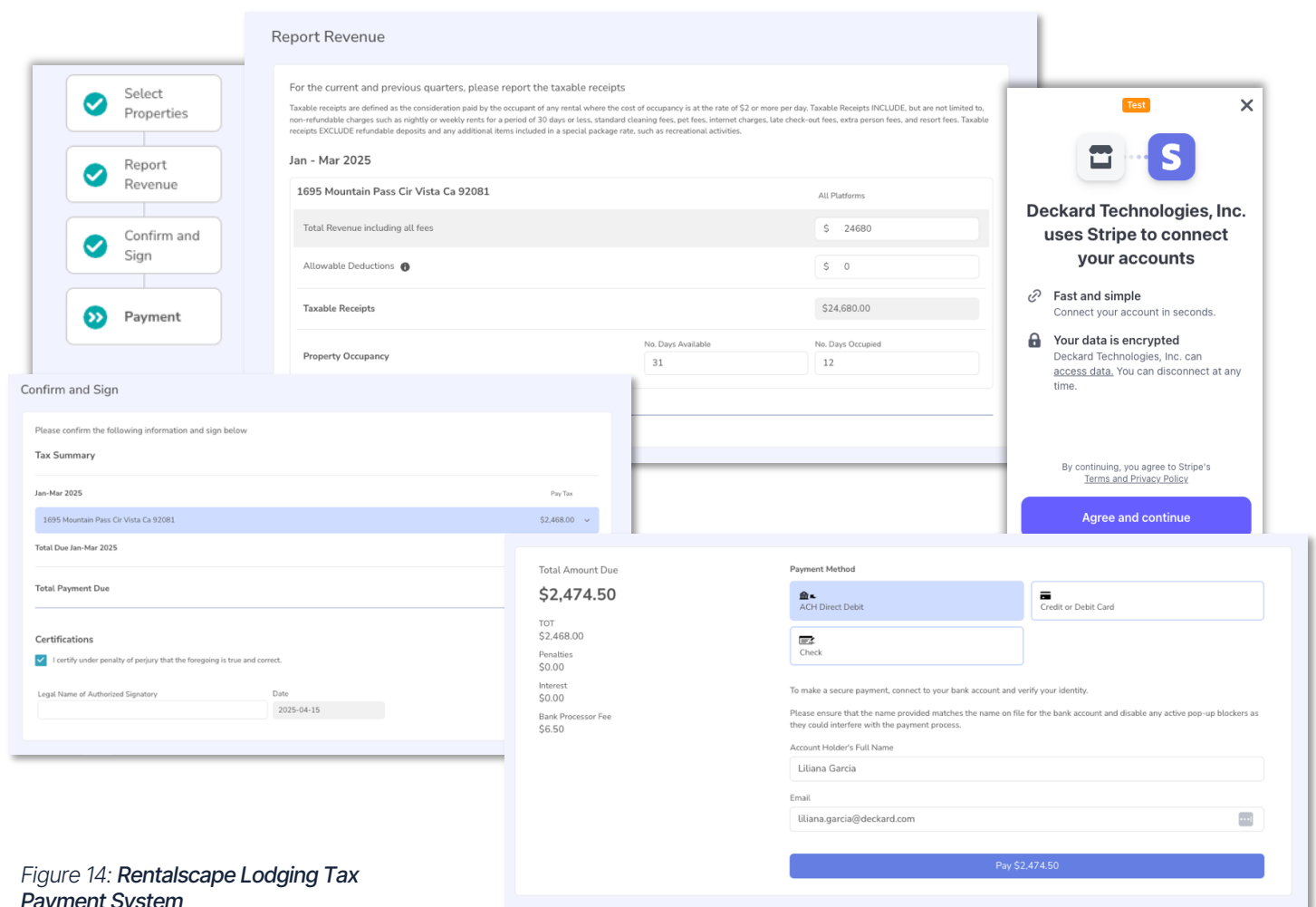
Tax Portal Payment

The **Tax Payment Portal** can be used to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system gathers information on the number of nights available for booking and the number of nights booked.

The Rentalscape Tax Payment system is configurable for each jurisdiction and includes automatic calculation of tax due based on the County's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees if needed.

The Rentalscape Tax Payment system uses Stripe for payment processing, allowing payments by credit card or ACH. Payments are remitted directly to the County. Our existing customers have seen an increase in tax payments after adopting this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the County facilitating easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 14 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with the County of Albany to configure the Tax Payment system as needed.



Report Revenue

For the current and previous quarters, please report the taxable receipts

Taxable receipts are defined as the consideration paid by the occupant of any rental where the cost of occupancy is at the rate of \$2 or more per day. Taxable Receipts INCLUDE, but are not limited to, non-refundable charges such as nightly or weekly rents for a period of 30 days or less, standard cleaning fees, pet fees, internet charges, late check-out fees, extra person fees, and resort fees. Taxable receipts EXCLUDE refundable deposits and any additional items included in a special package rate, such as recreational activities.

Jan - Mar 2025

1695 Mountain Pass Cir Vista Ca 92081 All Platforms

Total Revenue including all fees	\$ 24680
Allowable Deductions	\$ 0
Taxable Receipts	\$24,680.00
Property Occupancy	No. Days Available: 31, No. Days Occupied: 12

Confirm and Sign

Please confirm the following information and sign below

Tax Summary

Jan-Mar 2025 Pay Tax

1695 Mountain Pass Cir Vista Ca 92081 \$2,468.00 ✓

Total Due Jan-Mar 2025

Total Payment Due

Certifications

☒ I certify under penalty of perjury that the foregoing is true and correct.

Legal Name of Authorized Signatory Date 2025-04-15

Total Amount Due \$2,474.50

TOT \$2,468.00
Penalties \$0.00
Interest \$0.00
Bank Processor Fee \$6.50

Payment Method

☒ ACH Direct Debit ☐ Credit or Debit Card ☐ Check

To make a secure payment, connect to your bank account and verify your identity.

Please ensure that the name provided matches the name on file for the bank account and disable any active pop-up blockers as they could interfere with the payment process.

Account Holder's Full Name Liliana Garcia

Email liliana.garcia@deckard.com

Pay \$2,474.50

Deckard Technologies, Inc. uses Stripe to connect your accounts

Fast and simple
Connect your account in seconds.

Your data is encrypted
Deckard Technologies, Inc. can [access data](#). You can disconnect at any time.

By continuing, you agree to Stripe's [Terms and Privacy Policy](#)

Agree and continue

Figure 14: Rentalscape Lodging Tax Payment System

Additional Products

24/7 Complaint Line & Online Form Option

The Rentalscape 24/7 Complaint Line is available to field complaints from the public related to short-term rentals. The Complaint Line operates 24/7 with live, U.S.-based bilingual call takers. The call taker collects the necessary information (e.g., address, property owner, type of incident, date of incident, etc.) and contacts the designated County contact and/or the emergency contact for the owner/host.

Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.

Complaint Line services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the client. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local county contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Figure 15: *Rentalscape Online Complaint Form*

STR Constituent Portal Option

The Constituent Portal helps promote transparency by allowing residents to see which short-term rentals are legally registered and compliant with County regulations. This visibility builds public trust and demonstrates that the County is proactively managing the short-term rental market while prioritizing community standards.

By displaying only registered short-term rentals, the portal serves as a valuable tool for both residents and prospective renters. Residents concerned about noise, parking, or safety can verify whether a nearby rental is registered, while travelers can confirm that a property is operating legally and responsibly within the County.

The portal can also reduce call volume and administrative workload by providing easy access to commonly requested information. Constituents can search for STRs by address, neighborhood, or owner name, and view contact information for complaints or emergency situations when authorized. This self-service access empowers the public while allowing County staff to focus on higher-priority tasks.

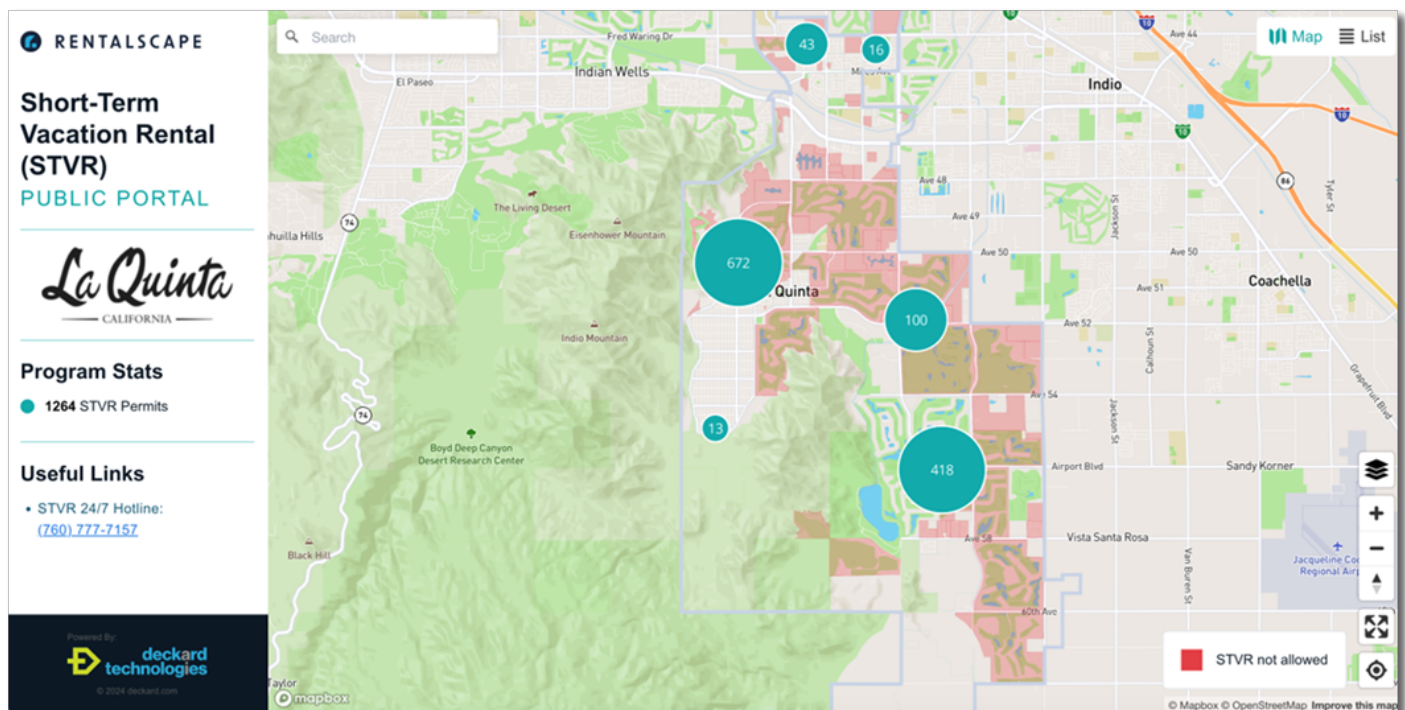


Figure 16: Rentalscape STR Constituent Portal

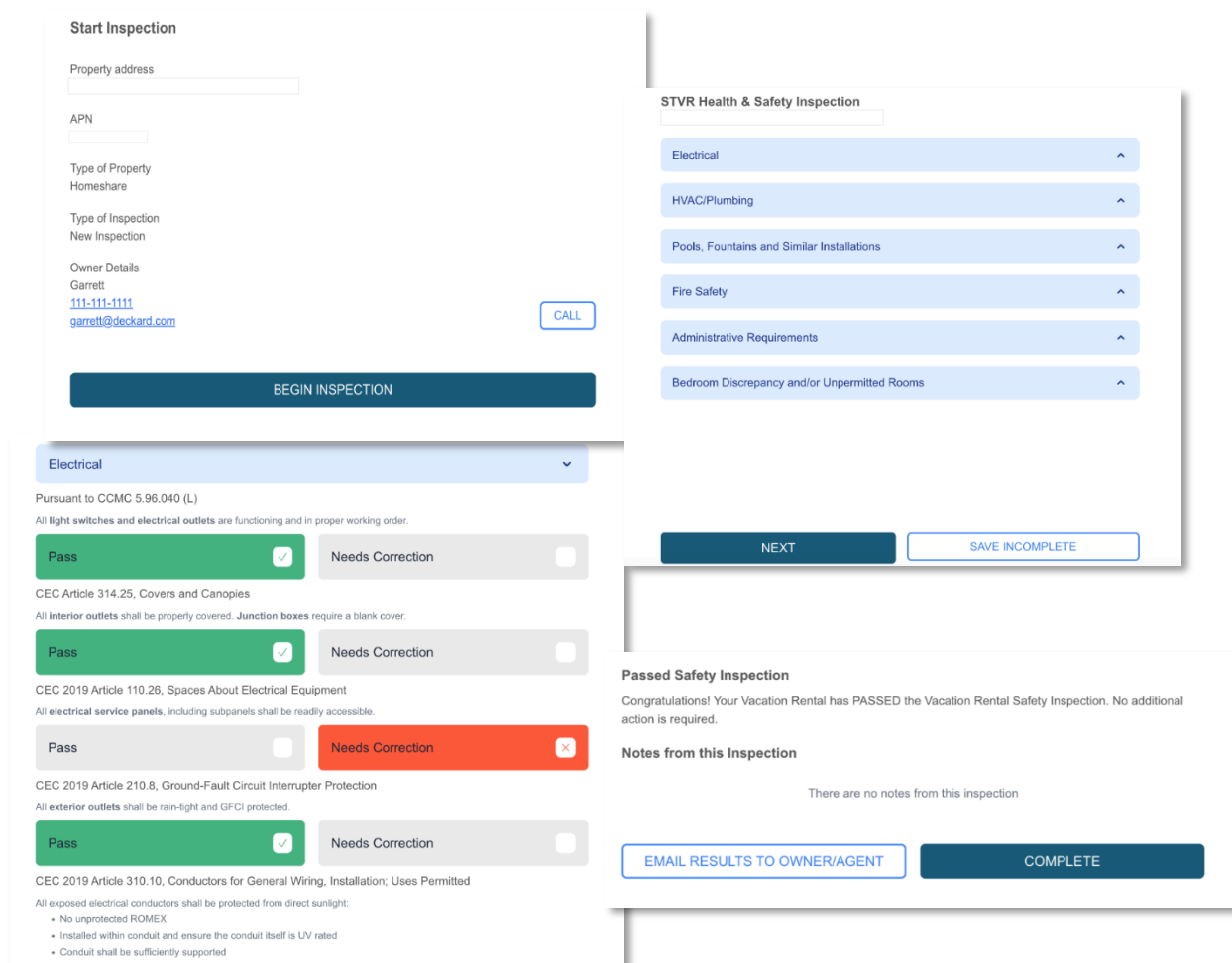
[Remainder of this page intentionally left blank]

Rentalscape Inspection Module Option

The Rentalscape Inspection Module is an integral part of our comprehensive solution for managing short-term rental markets. This module is designed to streamline the inspection process, making it more efficient and effective for field agents and County staff alike. It is a web-enabled system that allows agents to conduct and record health and safety inspections directly in the field. With mobile capability, agents can make notes, comments, and even create complaints or tickets (in PDF format) on-site.

This module not only enhances the efficiency of inspections but also improves communication between code enforcement and short-term rental owners. Actions taken in the field can be easily stored or sent via email to both property owners and County staff, ensuring that everyone involved is informed of any necessary changes before the property can be approved. By linking seamlessly with the greater Rentalscape system, this module helps maintain a cohesive and organized approach to managing the Albany short-term rental market.

The Rentalscape Inspection Module is user-friendly and designed to support the specific needs of municipalities. It fosters a proactive approach to code compliance, allowing issues to be addressed promptly and thoroughly. This add-on module ensures that short-term rental properties are maintained to the highest standards, ultimately contributing to a safer and more well-regulated market.



Start Inspection

Property address

APN

Type of Property
 Homeshare

Type of Inspection
 New Inspection

Owner Details
 Garrett
 111-111-1111
garrett@deckard.com

[CALL](#)

BEGIN INSPECTION

STVR Health & Safety Inspection

- Electrical
- HVAC/Plumbing
- Pools, Fountains and Similar Installations
- Fire Safety
- Administrative Requirements
- Bedroom Discrepancy and/or Unpermitted Rooms

Electrical

Pursuant to CCMC 5.96.040 (L)
 All light switches and electrical outlets are functioning and in proper working order.

Pass ☒ **Needs Correction** ☐

CEC Article 314.25, Covers and Canopies
 All interior outlets shall be properly covered. Junction boxes require a blank cover.

Pass ☒ **Needs Correction** ☐

CEC 2019 Article 110.26, Spaces About Electrical Equipment
 All electrical service panels, including subpanels shall be readily accessible.

Pass ☐ **Needs Correction** ☒

CEC 2019 Article 210.8, Ground-Fault Circuit Interrupter Protection
 All exterior outlets shall be rain-tight and GFCI protected.

Pass ☒ **Needs Correction** ☐

CEC 2019 Article 310.10, Conductors for General Wiring, Installation; Uses Permitted
 All exposed electrical conductors shall be protected from direct sunlight.

- No unprotected ROMEX
- Installed within conduit and ensure the conduit itself is UV rated
- Conduit shall be sufficiently supported

Next **SAVE INCOMPLETE**

Passed Safety Inspection
 Congratulations! Your Vacation Rental has PASSED the Vacation Rental Safety Inspection. No additional action is required.

Notes from this inspection
 There are no notes from this inspection

[EMAIL RESULTS TO OWNER/AGENT](#) **COMPLETE**

Figure 17: Rentalscape Inspection Module

Implementation, Timeline & Training

Upon signing the contract, Deckard will assign the County of Albany a dedicated Account Manager who will work with the County to develop best practices based on Deckard's experiences with other clients. The Account Manager will ensure that the implementation process proceeds efficiently and will serve as the main point of contact for any questions, suggestions, training, or concerns. Your Account Manager will also participate in periodic calls with County staff throughout project deployment and then monthly on an on-going basis, as requested.

Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions are up and running with Rentalscape within a couple of weeks, with Address Identification completed within four weeks of receiving the permit and listing data. Assuming the contract is awarded in early September 2025, we expect to be fully completed with the scope of work before the end of October 2025.

Feedback from our customers indicates that our competitors take months to bring systems online and begin address mapping. In contrast, our automated property identification systems are already running in County, allowing us to have your system up and running extremely quickly.

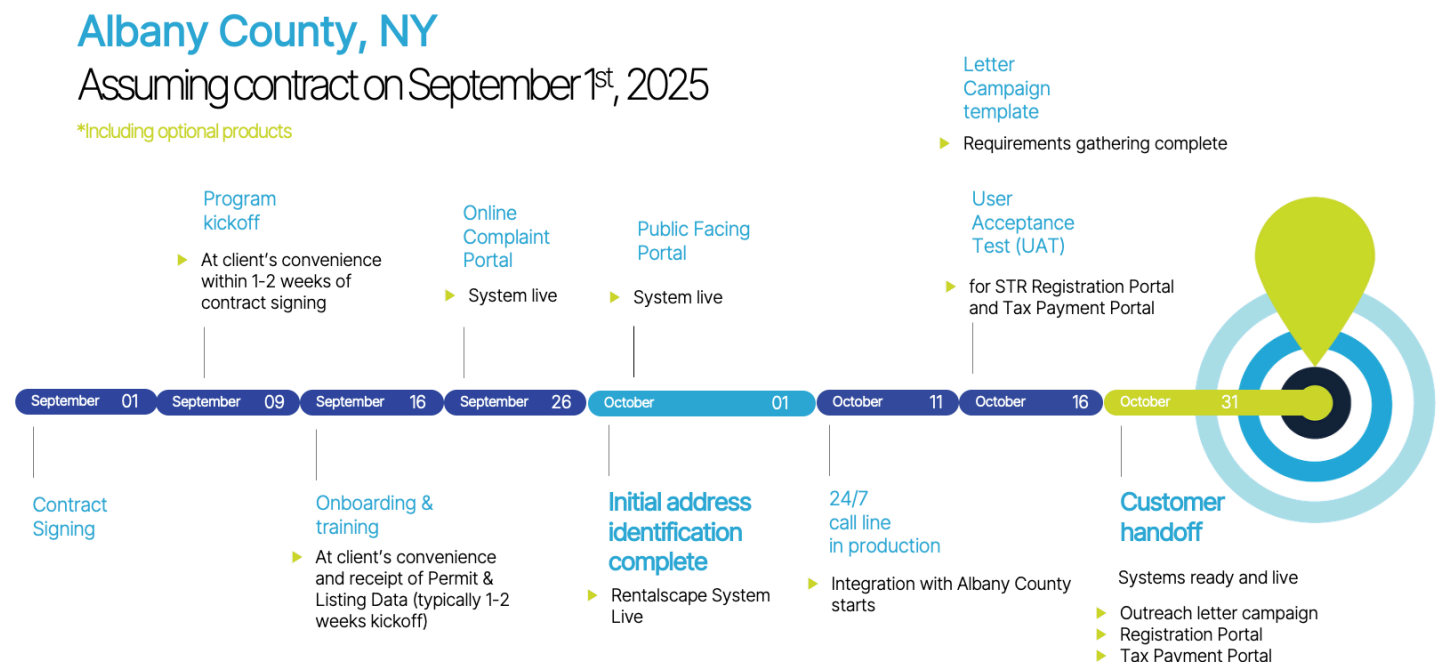


Figure 18: Rentalscape Timeline

Section V

Cost Proposal

Pricing Proposal

Currently, Rentalscape is showing close to **884 live STR listings in the County of Albany**. Based on the number of live STR listings, we estimate there are **420+ short-term rental properties in the County**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the RFP. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs.

We only **charge fees on a per property, not per listing, basis**. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



Base Product Pricing

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING	Price
- Identify property & address - Identify property owner address - Real-time reporting of all new listings & frequent calendar monitoring 10,000+ Websites monitored daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform - See page 41 – The Rentalscape Portal	\$9,125 Annually
OUTREACH CAMPAIGN	
- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures - All letter templates will receive County approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters - See page 45– Letter Campaign	\$1,625
STR REGISTRATION PORTAL	
- Online, intuitive portal for registration and renewal - Fields configurable to meet County needs - Identify properties that need registration fee - Provide daily reports on new and modified permits - See page 46 – Registration Portal	\$5,500
TAX PAYMENT PORTAL	
- Easy to use online tax payment portal - Configurable tax, late fee and interest rates on a per-property basis - Provide daily reports on tax payments and remittances to the County - See page 49 – Tax Payment Portal	\$5,500
REPORTING & ANALYSIS	
- On demand, dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
- Single point of contact for County staff for all matters - Ensures the County is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
- No limit on the number of Rentalscape user accounts - No per-session training costs - Single Sign-On (SSO) available - Dedicated client support staff available to assist with costumer request	INCLUDED
TOTAL YEAR ONE	\$21,750

Note: Pricing valid for 90 days

Note 2: Pricing Confidential

Optional Products Pricing-Yearly Basis

COMPLAINT 24/7 HOTLINE & ONLINE FORM

- 24/7 US bilingual (upon request) call center with live agents – Classic \$4,200
- Online complaint form (Complaint Form only \$2,000) (OPTIONAL)
- See page 50 – 24/7 Complaint Line & Online Form

CONSTITUENT PORTAL

- Public facing portal (Link placed on Jurisdiction's website) \$4,200
- Permit/Licensing Data and Responsible Party Contact Info for every STR Property (Standard) (OPTIONAL)
- See page 51 – STR Constituent Portal

INSPECTION MODULE

- Enables field agents to create notes, comments, complaints, or tickets directly from the field during the inspections (mobile enabled) \$5,000
- Record inspection data, including notes and complaints (OPTIONAL)
- E-mail inspection results to property owners and County staff
- See page 52 – Inspection Module

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: SHORT TERM RENTAL REGISTRY SOFTWARE

RFP Number: 2025-102

COMPANY: Deckard Technologies, Inc.

ADDRESS: 1620 Fifth Avenue, Suite 400

CITY, STATE, ZIP: San Diego, CA 92101

TEL. NO.: 619-501-4208

FAX NO.: 619-374-6720

FEDERAL TAX ID NO.: 83-0532773

REPRESENTATIVE: Thomas E. Hemmings

E-MAIL: admin@deckard.com

SIGNATURE AND TITLE  CFO

DATE June 20, 2025

Section VI

Mandatory Documentation

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: SHORT TERM RENTAL REGISTRY SOFTWARE

RFP Number: 2025-102

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

6/27/2025

Addendum #01

(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")
 - (e) Proposer Qualification Questionnaire (Attachment "E")
- 7. Communication concerning this Proposal shall be addressed to:
 - Garrett Lundberg
 - Garrett@deckard.com
 - 506 Crestone Ave Salida, CO 81201
 - Phone: 719-207-6118
- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

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

Chief Financial Officer

Title

Deckard Technologies, Inc.

Company Name

June 20, 2025

Date

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 Colorado) COUNTY OF Grand) S S . :

On this 20 day of June, 2025, before me personally appeared Thomas E. Hemmings to me known, who, being by me sworn, did say that he resides at (give address) 11004 Cardinal Crest Lane, Las Vegas, NV 89144; that he is the (give title) Chief Financial Officer of the (name of corporation) Deckard Technologies, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Amaglyo

Magli Escobedo Amaya.

Notary Public, State of Colorado

Qualified in Colorado

Commission Expires November 19, 2028

If Partnership:

STATE OF _____) COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT “C” ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR												
2. VENDOR’S LEGAL BUSINESS NAME Deckard Technologies, Inc.	3. IDENTIFICATION NUMBERS a) FEIN # 83-053-2773 b) DUNS # 11-743-6219											
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.deckard.com											
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1620 5th Ave, STE 400, San Diego, CA 92101	7. TELEPHONE NUMBER 619-501-4208	8. FAX NUMBER 619-374-6720										
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 99 Washington Ave, Suite 700, Albany, NY 12260	10. TELEPHONE NUMBER 619-501-4208	11. FAX NUMBER										
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td>Matthew Hemmings</td> </tr> <tr> <td>Title</td> <td>Controller</td> </tr> <tr> <td>Telephone Number</td> <td>303-386-2416</td> </tr> <tr> <td>Fax Number</td> <td></td> </tr> <tr> <td>e-mail</td> <td>matt.hemmings@deckard.com</td> </tr> </table>			Name	Matthew Hemmings	Title	Controller	Telephone Number	303-386-2416	Fax Number		e-mail	matt.hemmings@deckard.com
Name	Matthew Hemmings											
Title	Controller											
Telephone Number	303-386-2416											
Fax Number												
e-mail	matt.hemmings@deckard.com											
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.												
a) NAME Nickolas Del Pego	TITLE CEO	b) NAME	TITLE									
c) NAME Gregory Rose	TITLE Secretary	d) NAME	TITLE									
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.												
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 												
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No												

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

FEIN # 83-0532773

CERTIFICATION:

The undersigned certifies that he/she:

- Title** Chief Financial Officer

MAGLI ESCOBEDO AMAYA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244042855
MY COMMISSION EXPIRES NOVEMBER 19, 2026

**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

Chief Financial Officer

Title

June 20, 2025

Date

Deckard Technologies, Inc.

Company Name



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Patrick Curran, Cameron Sagan
Office of the Albany County Executive

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: 9/23/2025

RE: RFP #2025-102

I am in receipt of your recommendation to award the aforementioned to **Deckard Technologies**.

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

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

Contract #: 2025-1452

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 10/08/2025

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Normanside

Estimated Amount: 163,500.00

Scope of Services: Normanside Lease Suite 19 11/1/25-10/31/28

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: September 18, 2025

Hon. Daniel P. McCoy – Albany County Executive
Hon. Joanne Cunningham – Albany County Legislature Chairwoman
Hon. Bruce Hidley – Albany County Clerk
Albany County Legislature
112 State Street
Albany, NY 12207

Dear Members of the Albany County CAB Committee:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 19 – NORMANSIDE
COUNTRY CLUB – DAVID HOSTIG – MANAGING PARTNER/DIRECTOR OF OPERATIONS

Please see the Request for Legislative Action for the approval to enter into a new lease for Suite # 19 – NORMANSIDE COUNTRY CLUB. The current lease for Suite # 19 expired on August 31, 2025. Saratoga Eagle beer distributors were the suite holders in this suite. They decided not to renew. Normanside Country Club was next on the "wait list" and they immediately jumped at the opportunity. Because Saratoga Eagle gave us late notice on 9/17/25, and because it will take roughly 60 days to get the new lease approved, Saratoga Eagle will continue to use Suite 19 in September and October and they will pay the equivalent of two additional months worth of rent. This will enable us to replace them in the suite and not lose any revenue for the facility. The new lease will be for a period/term of three years from November 1, 2025 through October 31, 2028. The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This tenant is a long-standing reputable business in the community. The managing partner – David Hostig is know to be a respectable businessman in the area. The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

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

CORPORATE SUITE LEASE
BETWEEN THE COUNTY OF ALBANY, SMG/LEGENDS GLOBAL
AND NORMANSIDE.

CONTRACT NO. 2025-1452

This is an agreement to Lease (hereinafter, the "Lease") a suite at the Albany County MVP Arena (hereinafter, the "MVP Arena" or "Arena"), by and between the County of Albany, a municipal corporation organized and existing under the laws of New York State, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), SMG/Legends Global, the County's managing agent of the MVP Arena, with an office located at 51 South Pearl Street, Albany, New York 12207 (hereinafter, "SMG"), and NORMANSIDE, with a principal place of business located at 150 Salisbury Road Delmar, NY 12054 (the "Suiteholder", and with the County and SMG, may be referred to herein individually as a "[P]arty" or collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the County has available for lease certain private enclosed suites at its civic center, the MVP Arena; and

WHEREAS, the Suiteholder proposes to lease one (1) suite for three years at a mutually-agreed price; and

WHEREAS, this Lease sets forth the understanding reached by the Parties herein;

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

ARTICLE I. LEASED PREMISES; SUITE

The County hereby leases to the Suiteholder, and the Suiteholder hereby agree to lease from the County, Suite No. 19 (the "Suite") in the MVP Arena as more specifically described in Addendum A, attached hereto and made a part hereof, for its use during the term of this Lease. The Suiteholder agrees to be liable for each and every provision, term, condition, etc. set forth in this Lease.

ARTICLE 2. TERM

The term of this Lease shall be for a period of thirty-six months, commencing November 1, 2025. At the expiration of the term, the Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by the Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

The Suiteholder agrees to pay to the County the minimum fixed rent, and all other sums due and payable to the County pursuant to this Lease as additional rent, as follows:

A. The Suiteholder agrees to pay to the County during the three-year term of the Lease the sum of FIFTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) annually, for a total lease amount of ONE HUNDRED SIXTY-THREE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$163,500.00).

B. The annual rental payments due hereunder shall be made as follows:

1. The County and SMG acknowledge receipt of THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) in the form of a one-time non-refundable deposit from the Suiteholder. This amount will be credited toward the first required annual payment.

2. The first annual payment, minus the deposit, shall be due on or before the Suiteholder's execution of the Lease.

3. Each of the remaining annual payments shall be due on or before November 1.

C. The term "Contract Year" as used herein, shall mean any year during the term hereof, commencing on November 1 and ending the following October 31.

D. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under this Lease.

E. A flat screen TV and cable access is provided in each suite. A monthly charge is billed for cable service.

F. A telephone is provided in each Suite. Suiteholder will be billed for any long-distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to the Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the provisions, terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elect not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to

assign the Suite during such NCAA events, retain the Suite for County use during such NCAA events without compensation to the Suiteholder, or sell Suite tickets during the NCAA event to others

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the MVP Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all MVP Arena events purchased hereunder shall be at the sole expense of the Suiteholder.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. The Suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Schedule A.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

Suiteholder shall use and occupy the Suite, as follows:

A. Right of access to the Suite for any event shall be solely for the observance of events at the MVP Arena in accordance with the terms and conditions of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

H. Suiteholder and their guests shall comply with the MVP Arena Code of Conduct, attached hereto as Addendum B and made a part hereof.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (1) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (2) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE

A. Suiteholder, at their own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. The Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing its payments for a commercial general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND DOLLARS (\$50,000) per occurrence. The insurance shall (1) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as primary/non-contributory additional co-insureds as their interest may appear, and (2) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fail to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fail to obtain and/or maintain insurance as required herein:

1. to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this Lease Agreement;
2. to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent; or
3. to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that neither the County nor the Suiteholder shall be liable to the other for any failure or delay in performance under this Agreement, related to the cancellation or non-performance of any events scheduled at the Arena, due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, or other events of force majeure. In such cases, neither party shall have any claim against the other for damages, refunds, or abatement of rent, unless such failure or delay continues for a period exceeding one (1) month, in which case the parties shall confer in good faith to determine appropriate adjustments, if any.

ARTICLE 9. DEFAULT AND TERMINATION

In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease:

A. In the event Suiteholder fail to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-A and/or B which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the

County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from said non-payment, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER; INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or their guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, the MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at their own cost and expense, defend and protect the County, New York State Urban Development Corporation, the MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees. If the Suite is destroyed or is substantially damaged by elements of fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within

a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The right of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or

sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserve the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breach any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease Agreement shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease Agreement shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

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

County of Albany

SMG/Legends Global

County of Albany

SMG

Department of Law

51 South Pearl Street

112 State Street, Rm. 600

Albany, New York 12207

Albany, New York 12207

Suiteholder

Normanside

150 Salisbury Road

Delmar, NY 12054

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder's property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholder, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the MVP Arena by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholder. The County shall at its own cost and expense, defend and hold harmless the Suiteholder, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholder that the MVP Arena is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

Owner: COUNTY OF ALBANY

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

Dated: _____

Owner Agent: SMG/Legends Global

By: _____
Robert H. Belber
General Manager

Dated: _____

Suiteholder: Trustco Bank Corp.

By: _____
David Hostig
Managing Partner/Director of Operations

Dated: _____

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2025, before me personally came Robert H. Belber, to me known and known to me to be the General Manager of SMG/ASM Global, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of SMG/ASM Global, as said general manager pursuant to the authority vested in them.

Notary Public, State Of New York

NOTARY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.:
CITY OF _____)

On this _____ day of _____, 2025, before me personally came _____, to me known and known to me to be the _____ of _____, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of _____, as said officer pursuant to the authority vested in them.

Notary Public, State of _____

ADDENDUM A
SUITE NO. 19
CORPORATE SUITE FINISHINGS AND FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. telephone availability;
- i. Recessed step aisle lighting; and
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

ADDENDUM B

MVP ARENA CODE OF CONDUCT FOR SUITES

1. Suiteholder is responsible for the behavior of themselves and their guests while using the suite, including but not limited to, no smoking/drugs of any kind, no verbal and/or physical abuse toward any suite members and guests, no physical damage to the suite or personal property, and no climbing through the Suite window by Suiteholder or their guests.
2. The continual removal of Suiteholder or their guests by an MVP Arena staff member also violates these conduct rules.
3. Consequences of misconduct: MVP Arena shall provide written notice to the Suiteholder of their violation of these conduct rules, and may terminate the Lease with the Suiteholder after three conduct rules violations.



LETTER OF INTENT

BY

NORMANSIDE COUNTRY CLUB

FOR CORPORATE SUITE #19

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #19 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is November 1, 2025, to October 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

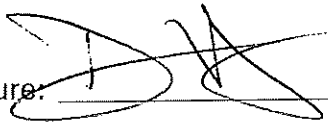
To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

MVP ARENASM

Albany, New York

Letter of Intent
NORMANSIDE COUNTRY CLUB
Suite #19
Page 2

Date: 9/16/25

Signature:  _____

Name (Print): David Hostig

Title: Managing Partner/Director of Operations

151

50-755/213

DAVID J HOSTIG
7 MICHAELS WAY
TROY, NY 12180

DATE 9/16/25

PAY TO THE ORDER OF MVP Arena

\$ 3000

DOLLARS

Heat
Reactive
Ink

 **Community Bank**
Community Bank, N.A. | cbna.com

MEMO

⑆02⑆307559⑆ 3640013193⑆ 0151

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Normanskill Creek LLC	
	2 Business name/disregarded entity name, if different from above Normanside	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 150 Salisbury Rd	Requester's name and address (optional)
	6 City, state, and ZIP code Delmar, NY 12054	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

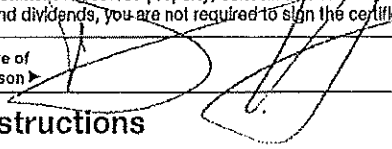
Social security number								
			-					
or								
Employer identification number								
4	5		-	1	2	0	0	5 6 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
		8/1/22

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

Suite 19 – New

Normanside Country Club
150 Salisbury Road
Delmar, NY 12054

David Hostig, Managing Partner/Director of Operations
dhostig@normanside.com
518-421-1179

Owns whole suite (16) Seats and pays \$54,500/per year

Paid LOI Deposit \$3000

Contract #: 2025-1455

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Board of Elections A1450

Date Submitted:

Contact Person: [Rachel Bledi]

Contact Phone: (518)487-5070

Vendor Info: Clear Ballot Group, Inc.

Estimated Amount: 77,998

Scope of Services: BOE Clear Ballot Machine Purchase for Audits

Budget Line Item: A1450 22900

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

TO: The Contract Administration Board:
Daniel P. McCoy, County Executive
Joanne Cunningham, Chairwoman of the Legislature
Bruce Hidley, County Clerk

FROM: Alison McLean Lane, Board of Elections Commissioner
Rachel Bledi, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget
Ian Reeve, Budget Analyst

RE: Purchase of Ballot Scanner for Election Audits

DATE: 10/07/2025

The Albany County Board of Elections is seeking approval to purchase an Audit and Central Tabulation System from Clear Ballot to help ensure fair and accurate election results. The total cost for the Fi-7800 ClearCount Machine, including peripheral software and equipment, will cost \$77,998. The purchase was anticipated in the budget and is 100% reimbursable under a new state grant provided by the State Board of Elections.

The machine is listed on the OGS State Contract #PC69384.

CLEAR BALLOT GROUP, INC. ORDER

This Order ("Order") is entered into by and between Albany County, NY ("Customer") and Clear Ballot Group, Inc. ("Clear Ballot") on the ____ day of _____ 2025 (the "Execution Date"). This Order is effective, ten days after the date on which copies of the Order has been received by the state board of elections, unless, within such ten day period, such board of elections notifies Customer that this Order does not meet the requirements of the regulations of the state board of elections. This Order is subject to and governed by the terms and conditions of that certain Clear Ballot Master Services Agreement executed by and between the parties on _____, 2025 (the "Agreement") and subject to requirements set forth in Contract Number PC69384 executed by and between New York State Office of General Services and Clear Ballot Group, Inc. on June 15, 2021. Capitalized terms used and not otherwise defined in this Order shall have the meaning set forth in the Agreement. Each of Customer and Clear Ballot is referred to in this Agreement individually as a "party", collectively the "parties".

The following exhibits are attached to this Order and are hereby incorporated herein by reference:

EXHIBIT A: Statement of Work ("SOW")

EXHIBIT B: Service Level Agreement ("SLA")

1. Product Schedule

Item	Quantity	Unit Cost	Total
Hardware			\$31,480
ClearCount Server Bundle (Standard): - Dell PowerEdge Server - Cables, Keyboard, Mouse - Dell Optiplex and 27" Monitor - Cisco Switch - Report Printer - DVD Drive and Backup Hard Drive	1 Unit	\$7,380	\$7,380
ClearCount ScanStation Bundle - Fi-7800 scanner - ScanStation laptop - Laptop stand - Ethernet cable - Scanaid kit	1 Units	\$24,100	\$24,100
Licensed Software			\$22,518
ClearCount Software (1 year license)	1 Unit	\$22,518	\$22,518
Professional Services			\$24,000
Implementation and Training	1 Unit	\$8,000	\$8,000
Remote Ballot Definition Files	8 Units	\$2,000	\$16,000
PURCHASE PRICE			\$77,998

Scope of Use: Customer is authorized to use Hardware and Licensed Software identified in the table above to digitally scan, tabulate and adjudicate paper ballots, as well as provide tabulation reports.

Designated Jurisdiction: Albany County, NY

2. Support Services

Support Services fees are due annually on the anniversary of the execution of this SOW. The initial purchase price of the Clear Ballot Products includes 12 months of technical support, Licensed Software maintenance and Hardware maintenance. Customer is required to purchase Support Services for each year that it continues to use the Licensed Software and Hardware. Pricing is subject to change.

3. Optional Onsite Services:

Clear Ballot shall provide onsite support services, on request and as available. Pricing is subject to change. Optional services, include, but are not limited to:

Service	Cost
Annual Fujitsu Maintenance (after initial 1 Year Term)	\$2,560 per year
Daily Rate for Onsite Support/Services (inclusive of travel and expenses)	\$2,000 per person per day

4. Professional Services

Professional Services are provided in accordance with the SOW attached hereto as Exhibit A.

5. Payment Schedule

As part of this SOW, the Customer agrees to the following payment terms and milestones. Clear Ballot's Professional Service team will work closely with Customer's designated project team to ensure signoff at each phase of this implementation in accordance with this payment schedule.

Clear Ballot Products	Payment Amount	Due Date
All Clear Ballot Products identified in the table set forth in Section 1 above (including Year 1 Support Services)	\$77,998	Amount due upon delivery

The parties have reviewed this Order and all exhibits attached hereto and authorize the project to move forward in accordance with the Agreement.

CUSTOMER

CLEAR BALLOT GROUP, INC.

BY: _____ BY: _____

(PRINTED NAME) (PRINTED NAME)

(TITLE) (TITLE)

(DATE) (DATE)

EXHIBIT A STATEMENT OF WORK

This Statement of Work (SOW) details the effort necessary for Clear Ballot to install, configure, train, implement and test for productive use, the Clear Ballot Products identified in the Product Schedule set forth in the Order in accordance with the functional and technical requirements as stated herein.

1.0 INTRODUCTION

1.1 Scope of Work

The scope of work to be delivered is to implement all components of Clear Ballot's ClearAudit system identified in Exhibit A, which includes:

- Clear Ballot staff will provide the Hardware and Licensed Software specified in the Order which Customer may use to digitally scan, tabulate and adjudicate paper ballots, as well as provide tabulation reports
- Training will be provided to the designated Authorized Users within the Customer's organization. Training will be provided on the setup, operation and maintenance of each component. If project management is expressly provided as part of this SOW, all project tasks, schedules, deliverables, resources and milestones will be identified in the Project Plan.

1.2 Location

All Clear Ballot Products identified in the Order will be delivered to the named person and address noted below:

Contact Name
Jurisdiction Office Name
Address
City, State, Zip

All Hardware will be inspected upon delivery by Clear Ballot Group representatives at the location noted above. All User Acceptance Testing (UAT) of said Hardware will be performed by the Customer at the location noted above within 10 days of installation. Unless stated in writing by Customer, all accepted Hardware will be stored and staged for use at the location noted above. Onsite Training of the Customer's Authorized Users will occur at the location set forth above, or another site designated by Customer within the Designated Jurisdiction.

2.0 ROLE BASED TRAINING

Role based training, including training materials, will be provided "just-in-time" to the Customer's Authorized Users assigned to use the Clear Ballot Products. Onsite instructor-led and hands-on training will be provided initially. Training classes will include practical lab assignments and other hands-on exercises for optimal learning and retention. Subsequent remote instructor-led training is available for refresh training. Online videos will be made available for 24x7 access and self-learning. All training includes an overview of the Licensed Software, hands-on exercises, best practices and quick start guides that can be referenced following training.

COURSE NAME	DURATION	MAX # OF ATTENDEES	OBJECTIVE
ClearCount	4 hours	10	Learn how to use ClearCount to administer your audit securely. Use Target Cards to scan batches of ballots then produce scanner and Precinct reports. Best practices including how to backup election and ballot images and restore election and ballot images.

All training will be completed in-person for the first audit and will be repeated remotely upon request of the Customer thereafter. Additional on-site training may be requested for a fee.

3.0 PROJECT TEAM RESPONSIBILITIES

The successful completion of this project requires teamwork and collaboration between Clear Ballot and Customer. High level project responsibilities are broken down as follows. A more detailed project plan will be developed and continually updated and will include more detailed tasks and ownership.

3.1 Clear Ballot Group and Jurisdiction Mutual Responsibilities:

- At Project Initiation:
 - Agree on project plan
 - Identify Stakeholders and agree on communication plan
- Assignment of project tasks and responsibilities to their respective project team members
- Participation in project meetings, as necessary

3.2 Clear Ballot Responsibilities:

- Procure and ship all Hardware and Licensed Software per Product Schedule
- Clear Ballot Project Manager will:
 - Be the first point of contact for the Customer for the duration of the project
 - Develop, maintain, and distribute the project plan and schedule based on project definition
 - Lead recurring project team meetings
 - Develop the communication plan and provide status reports to Customer
 - Manage issue tracking, risk mitigation and resolution
 - Manage scope to remain within Master Service Agreement parameters
 - Drive the project to a successful close
 - Deliver and review payment invoices
- Provide a Ballot Definition File to facilitate testing and scanning before the first election. Ballot Definition Files will be provided before subsequent elections at the prevailing rates.
- Install and configure all Hardware and Licensed Software included in the Product Schedule onsite
- Stage Clear Ballot Products included in the Product Schedule for Customer acceptance testing.
- Deliver all product documentation, architecture, technical specifications

3.3 Customer Responsibilities:

- Assign appropriate personnel required
- Provide Clear Ballot Group with:
 - All ballot PDFs (separate files preferred) and ballot to precinct assignments (at least 30 days prior to the election)
 - If ExpressVotes are in use, the BOD Manifest.zip to include individual ballots PDFs, BODManifest.xml, BODManifest.xml.asc and other associated text, BIN and ASC files as part of the export from ElectionWare

- A list of candidates, contest, party affiliation names, and vote rules associated with ballot artwork
- An election results report before any ballots are cast (aka a zero report)
- A PDF test deck file with expected results
- Mapping of which ballot styles are used in which jurisdiction subdivisions (i.e., precincts or districts)
- EL30a file or similar XML results file with final precinct level results to use with ClearAudit software to generate a Comparison Results File report
- Perform acceptance testing on Clear Ballot Products

EXHIBIT B

SERVICE LEVEL AGREEMENT

Mission

It is the mission of Clear Ballot Group ("CBG") to provide exceptional support for our products and maintain the highest levels of customer trust and satisfaction as a part of the partnership established in selecting Clear Ballot Group's election technology.

Overview

The purpose of this Service Level Agreement is to outline the agreed-upon services to be provided to the customer in support of the successful use and operation of the Clear Ballot system and components procured. The Customer Relations Team of CBG is responsible for providing comprehensive support of all software and hardware products purchased under this agreement.

Customer Relations Manager

As part of this SLA, a Customer Relations Manager ("CRM") will be assigned to your account. The CRM will serve as your advocate to insure your successful and prolonged use of CBG solutions. The CRM holds annual user group meetings for CBG customers to exchange knowledge, network with colleagues, and expand their understanding of CBG solutions. The CRM also coordinates and schedules CBG upgrades when needed, conducts customer satisfaction surveys and promotes your product change requests to CBG Product Management for their consideration when planning future CBG releases.

Helpdesk

The CBG Helpdesk is in operation Monday through Friday from 8:00AM until 5:30 PM ET. Customers may contact the Helpdesk at (857) 250-4961 or submit email requests to support@clearballot.com. Requests for technical support via telephone are handled on a first-in, first-respond basis, however callers may leave a message and all messages will be responded to by telephone within 24 hours. Requests via email will typically be responded to in the same day, and always within 24 hours. Customers requiring immediate assistance or response outside of these hours may contact their CRM with issues and concerns, who will facilitate the proper response.

During Normal Election Cycles, defined herein as the period starting two weeks before scheduled State or Federal Election Days until five days after Election Day, the Helpdesk will operate from 7:00AM until 11:00PM in the Customer's time zone. Clear Ballot's service level for response time during Elections Cycles is 2 hours. Extended technical support during Election Cycles is available at no additional cost at the customer's request. Contact your CRM to establish times and availability of support personnel to assist you during your election cycle.

Online Support

CBG offers several online resources for provision of online Customer Support. Our Helpdesk is a secure web portal that provides customers the ability to submit issues, research past issues, find solutions and identify best practices. Technical information on our products is available via our Support Portal on demand. This portal is accessible at <https://clearballot.com/support>.

Clear Ballot's Customer Relations Organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support on a procedural or non-proprietary matter is required, Clear Ballot's Customer Relations Representative may arrange a web conference or demonstration to assist in the resolution of the issue promptly.

Hardware Repairs

Requests for hardware repairs or maintenance, included within this contract, can be initiated via telephone or email, sent to either the Customer's CRM or the Helpdesk. All repair requests and activity will be initiated and tracked by the CBG Customer Relations Team. To provide customers with the highest level of quality service and response, CBG engages the service teams of each Original Equipment Manufacturer ("OEM") to perform repairs, in accordance with Customer's existing warranty program. Repairs for products may be performed at the customer's site or at a remote location. Clear Ballot will respond to your request, within the appropriate Service Level response time, with an initial telephone inquiry to provide basic problem-solving techniques and to gain specifics on the nature of the issue. After determination of a need for onsite service during this telephone inquiry, each service unit will respond onsite within 24 hours to facilitate repairs to your equipment. The Customer shall be responsible for allowing for technician visits at its facility in accordance with the customer's warranty. For standard repair service on ClearCast, ClearAccess, and ClearMark units, customers will be required to maintain original packaging for the units in the quantity not to exceed 5% or your original Order. Customers will repackage the ClearCast, ClearAccess, or ClearMark unit in the original packing and a pickup order will be issued for pickup of the unit(s) and return to the factory for repairs. Upon completion of the repairs, the factory will return ship the unit(s) to the originating address. Hardware returns may be made to Clear Ballot prior to acceptance of the hardware for any reason. A 15% restocking fee may apply.

Software Upgrades

As part of this agreement, CBG will make certified software upgrades available to all customers of record for use at their discretion. As determined by each Customer's protocols for installing software, the software may be provided directly to the Customer for installation or a request to the Voting System Testing Laboratory ("VSTL") may be initiated by CBG for a release of a trusted build copy of the software from the lab directly to the customer. Additionally, CBG will provide hash values to the customer for proper authentication of the software installation. At the Customer's request, CBG will schedule a technical Specialist at the prevailing rates to arrive onsite to assist or install and test the software upgrade.

Hardware Warranty and Support

Clear Ballot's hardware warranty program in New York provides assurance that all system hardware is free of all defects on material and workmanship for a period of 60 months. During the warranty period, Clear Ballot will repair or replace, free of charge, any part defective in material or workmanship. The warranty shall be designated to begin uniformly on all units comprising a single order, immediately upon the completion of the Customer's User Acceptance Testing and acceptance by Customer, or at the end of 30 days after completion of delivery, whichever shall occur earlier. All warranty repairs must be performed by Clear Ballot or an authorized Clear Ballot representative.

Clear Ballot's Customer Relations Manager will act as the single point of contact for all hardware warranty service requests provided under this agreement. The procedure to initiate warranty repairs is the same as noted above in the section entitled "Hardware Repairs."

Enhanced and Extended Maintenance

During the Warranty period, Clear Ballot, or our OEM partners, will provide one onsite preventive maintenance visit per year as part of our standard maintenance program. Clear Ballot offers enhanced and extended maintenance and support programs tailored to the Customer's needs when requested by the Customer as part of the original sale. All requests for enhanced or extended maintenance shall be established through the Sales Representative at the time of the sale and at the rates or extended costs determined at that time. This Service Level Agreement and the maintenance stated herein shall serve as the basis for service and support for all products sold by CBG to the Customer. All enhanced or extended maintenance provisions shall be appended to this Service Level Agreement as part of the "Service Level Agreement, Additional Provisions" form that will be signed by a designated representative of both the Customer and CBG. No Service Level Agreement issued to a Customer as part of a sale shall provide services or support not stated herein without attachment of the signed Service Level Agreement, Additional Provisions form.

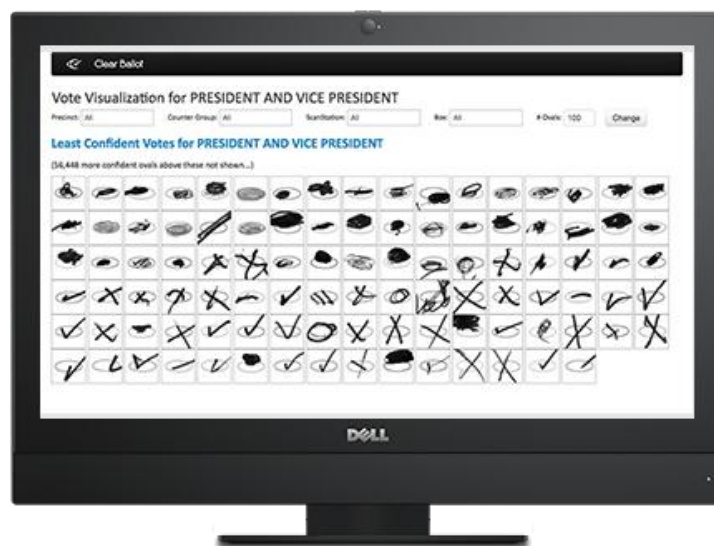
CLEAR BALLOT SOLUTION OVERVIEW

ALBANY COUNTY, NEW YORK

October 6, 2025



Clear Ballot





COMPANY OVERVIEW

MISSION

Founded as a post-election audit company in 2009, Clear Ballot has introduced a new class of tools and a modern approach to voting, enabling record speed, accuracy, and transparency. Clear Ballot entered the election industry with the nation's first independent, automated audit in 2012 and four years later developed a complete voting system, which is now the fastest growing voting system in the industry. Clear Ballot's election technology is currently used in fourteen states, serving more than 46 million registered voters.

Clear Ballot's team comprises former election administrators and professionals with extensive experience, alongside software developers who have created mission-critical applications for prominent companies across various industries. Our team consistently endeavors to integrate our partners' feedback and ensure that we are developing solutions that fulfill three primary objectives:

- Lower the cost of elections
- Reduce time related to administering elections
- Build confidence in the accuracy of election results

Our team has dedicated over ten years to delivering post-election audit solutions that offer enhanced control and transparency to election officials throughout the United States. In collaboration with election officials from both large and small jurisdictions, Clear Ballot aims to present the evidence of the electorate's intent in a prompt, clear, and verifiable manner.

Clear Ballot's ClearCount/ClearAudit system, built from the ground up in the United States, is the most innovative post-election audit and absentee tabulation solution offered in the nation. Clear Ballot shows what is possible when an organization listens to election administrators and applies the right resources to solve the right problems. With a deep passion for what we do, our team sets out to help election administrators improve democracy one election at a time.



CLEAR BALLOT TECHNOLOGY

REQUIREMENTS FOR AN AUDIT AND CENTRAL TABULATION SYSTEM:



Accuracy

The first requirement of any tabulation system is accuracy. All voting systems are accurate, but the transparency of ClearCount/ClearAudit's Vote Visualization technology makes it the most precise tabulation system the election industry has ever had.



Speed

ClearCount/ClearAudit offers a range of hardware solutions to meet the needs of any sized jurisdiction. Our range of scanning solutions accommodates 1,600 to 13,000 ballots per hour, optimizing the scanning process.



Scalability

A range of options optimizes capital and operating budget opportunities, and effective use of all available personnel. As county needs change, you can add or subtract scanners to handle the load and complete the canvass on time.



Transparency

Our innovative Vote Visualization software is designed to increase transparency and confidence in the election results at every level. The system also provides in-depth reports for auditability and election and system logs that track all actions in the software.



CLEARCOUNT/CLEARAUDIT

CLEARCOUNT/CLEARAUDIT: INDEPENDENT, AUTOMATED AUDIT SOLUTION

ClearCount/ClearAudit is the nation's first independent, automated audit tool, providing a visual comparison to the voting system results. By replacing manual audits, ClearCount/ClearAudit software eliminates the labor intensive and costly sorting process and the inaccuracy inherent in physical ballot handling. Scanned ballots are digitally sorted and provide visual verification of the election results. ClearCount/ClearAudit can analyze ballots produced by all major voting systems.

Key Benefits:

COTS Central Scanning

COTS hardware provides significant advantages in the support, flexibility, cost, and the useful lifespan of voting systems. Clear Ballot has worked with hardware manufacturers for over 10 years to evaluate technologies that meet the unique challenges of election officials. We chose several companies based on their superior technology as it applied to elections, their willingness to create custom support tailored for the election official, and the long-term availability of their systems and easy migration paths for upgrades. These strategic partnerships have brought world class capabilities to the election community. Clear Ballot uses RICOH for scanning equipment and Dell for computing assets.

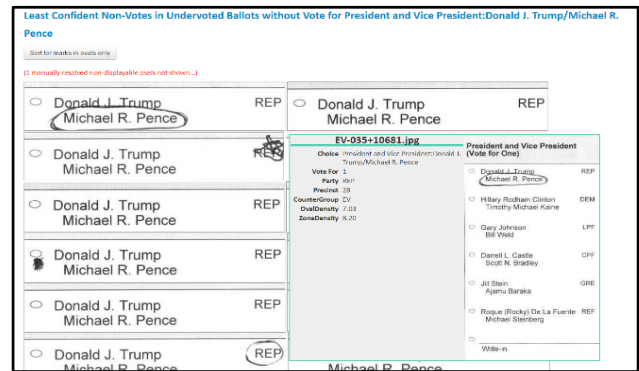


RICOH 7800
4,000 18" ballots per hour



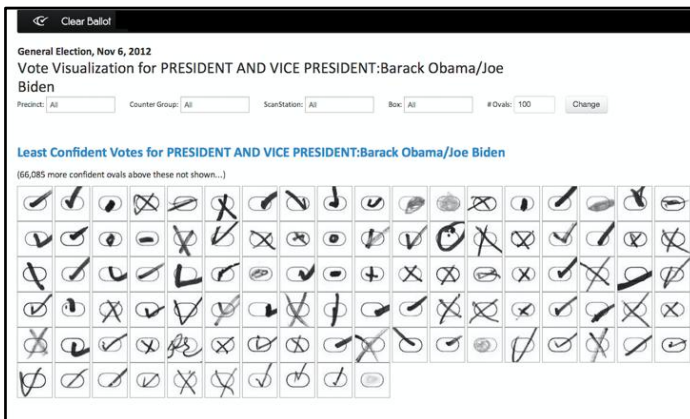
Independent Auditability

ClearCount/ClearAudit is the only system that can read and independently tabulate ballots generated from any voting system. Clear Ballot began as an audit solution and our growth has been driven by our innovative technology and unique capability to provide a higher level of transparency. With the emergence of Risk Limiting Audits and attention focused on close contests, ClearCount/ClearAudit is becoming a must have resource.



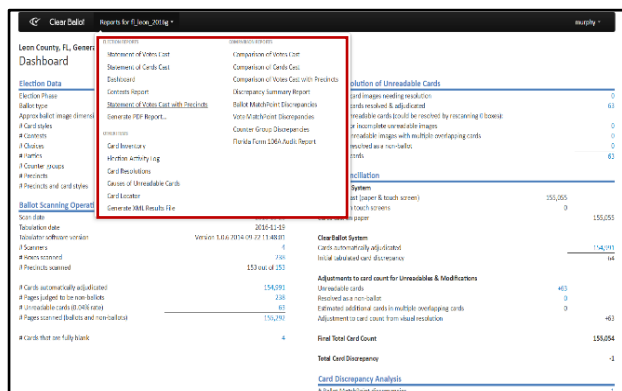
Visualization of Voter Intent

One of the most important capabilities of any voting system is its ability to interpret voter intent. Until now, jurisdictions have had only two methods of assessing voter intent: using machines to analyze marks found inside well-defined vote targets or counting ballots by hand. ClearCount/ClearAudit identifies and presents ballots with density in the candidate target area, which may represent uncaptured voter intent, ensuring every ballot is counted as cast.

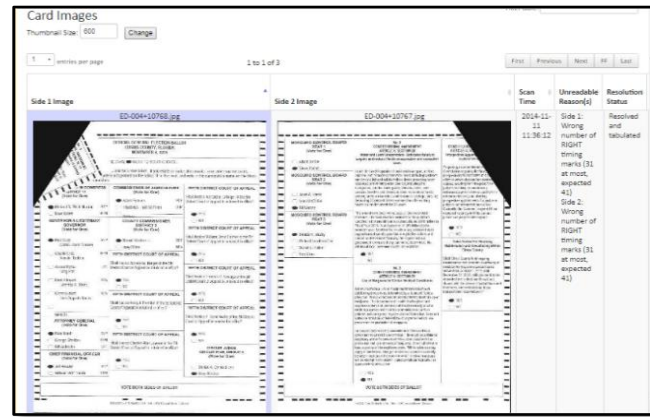


Enhanced Reporting

ClearCount/ClearAudit provides many reports for the comparison and reporting of results. These reports provide a clear picture of every vote cast and can be presented in many formats according to your needs. Clear Ballot is constantly evolving our reports to ensure maximum transparency and incorporates user feedback to enhance these reports on a regular basis.



ClearCount/ClearAudit was built to eliminate the need for election officials to have to manually duplicate a paper ballot. Absentee ballots deemed unreadable by the system can be reviewed digitally. This allows officials to quickly and easily process ballots for voter intent by examining high-resolution images of the cast ballots, reducing the risk of human error inherent in ballot-handling, and significantly improving the speed and integrity of the tabulation process.

[illegible]

ClearCount/ClearAudit's internal Write-In adjudication utility allows officials to assign certified write in candidates into "digital buckets" with the click of a mouse, allowing staff to quickly and accurately count write-in votes digitally. Multiple staff can work on the same contest at the same time, allowing for a managed and organized approach to large write in contests. Non-certified candidates can be exported into a separate bucket, or if buckets of their own.

2025, Clear Ballot Group, Inc.



CUSTOMER TESTIMONIALS

"I'm very pleased our office made the switch from hand counting to using Clear Ballot's products in 2017. It has allowed us to produce a faster, more accurate result, which candidates love just as much as we do." - **Jude Seymour, Former Republican Election Commissioner, Jefferson County, New York and Deputy Director of Election Operations at NYSBOE**

"It has allowed us to instill confidence in our voting systems here in Brevard County in the State of Florida, and it's an invaluable tool to help ensure election integrity. I would highly recommend using Clear Ballot for an automated independent audit. It's hard to dispute a 100% audit across all precincts, races, and ballots." - **Tim Bobanic, Supervisor of Elections, Brevard County, Florida**

"Clinton County is proud to have been the first County Board of Elections in New York State to use Clear Ballot's innovative ClearCount tool. The system enhances the transparency of the vote counting process by allowing observers of the procedure to clearly see ballots with questionable votes or markings." - **Mary R. Dyer and Gregory B. Campbell, Election Commissioners, Clinton County, New York**

"Conducting an independent tabulation with Clear Ballot helped me to be able to speak to my constituents and show them that our system works properly because we ran it through two totally different tabulation systems and the results are the same. It reaffirms to the public that our results are accurate." - **Tiffany Lee, Clerk and Recorder, La Plata County, Colorado**



SUMMARY

We hope the information we have provided here helps you understand what Clear Ballot can bring to your election process and the long-term value your jurisdiction will receive from a truly modern absentee tabulation and post-election audit system. We would like to work with you to establish a partnership to provide ClearCount/ClearAudit to the Albany County Board of Elections. We look forward to continuing to work with you, as we strive to understand your priorities and develop a program that fulfills all your requirements, seamlessly integrating your new Clear Ballot system.

Thank you, again, for your time and consideration!

Sincerely,

Antonio Corbia

Tony Corbia

Account Executive



Clear Ballot Group, Inc.
2 Oliver Street, 2nd Floor | Boston, MA 02109
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Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates – Clear Ballot Group, Inc.

DATE: December 31, 2024 **AWARD #:** [23198](#) **GROUP #:** 22300

AWARD DESCRIPTION: Voting Systems and Related Services and Accessories

CONTRACT PERIOD: June 15, 2021 – June 14, 2026

CONTACT: OGS.sm.PS_AA_Voting@ogs.ny.gov

CONTRACT NO.: PC69384 **CONTRACTOR:** Clear Ballot Group, Inc.

Clear Ballot Group, Inc.:

The following Products have been added to the Price List:

Part/ Stock Number	Product Name	Product Description	Net NYS Price
13452	ClearCount or ClearDesign Server	Part of ClearCount or ClearDesign Server Bundle	\$6,600.00
13412	ClearCount Large Server	Part of ClearCount Large Server Bundle	\$10,000.00
11728	ClearDesign Large Server	Part of ClearDesign Large Server Bundle	\$9,000.00
14908	Printer	Part of Server and Large Server Bundle	\$260.00
73210-2-1	Toner	Consumable	\$99.00
11720	ClearCount Optimized Server	Part of ClearCount Server Bundle	\$30,000.00
14680	4TB SSD Hard Drive	Part of Server and Large Server Bundle	\$310.00
ccsw-003	ClearCount Software - 5 year annual support renewal	For years 6-10	Using Current Registered Voters Multiplied by CCSW-0001-01 + 4*(CCSW-002)
cdsw-003	ClearDesign Software - 5 year annual Support Renewal	For years 6-10	Using Current Registered Voters Multiplied by CDSW-024 + 4*(CDSW-002)
ccsw-004	ClearCount Software - 1 year annual support renewal	Annual option, year 6+	CCSW-003*1.05/5
cdsw-004	ClearDesign Software - 1 year annual support renewal	Annual option, year 6+	CDSW-003*1.05/5
12368	ClearCast - USB Tether	USB Tether for CC GO USB Stick	\$5.00

Part/ Stock Number	Product Name	Product Description	Net NYS Price
51000-2-1	CCGo Power Cable 10'	CC Go Ballot Box Power Cable Right Angle, 10'	\$12.00
94211-2-1	ClearCast Go Monitor	Subassembly M	\$450.00
93341-1-2	CMOS Battery	Coin Battery	\$3.00
93321-1-1	Backup Power Supply	Backup Power Supply For ClearMark or ClearCast	\$46.00
94241-3-1	ClearCast Thermal Printer	ClearCast Thermal Printer	\$150.00
97113-3-1	ClearCast Embedded Scanner	ClearCast Embedded Scanner on bracket	\$1,000.00
13832	Wing Screws for ClearCast Go	M8 x 30mm Wing Screws and Washer	\$5.00
13324	ClearMark Paper Chute	CM Setup Case Paper Chute	\$60.00
54311-1-1	ClearMark Headphones	ClearMark Headphones	\$35.00
82101	Election On-Site Support	On-site/Remote Support	\$2,000.00
14656	Election Day Support Package	Election Day Support Package - 3 days	\$5,500.00
14644	Installation - SW Upgrade	Installation services - SW upgrades	\$2,000.00
82102	L&A On-Site Support	Onsite logic and accuracy testing (L&A)	\$2,000.00
82301	BDF Programming -Audit	Ballot Programming (aka Database Programming)	\$2,000.00
82611	BDF Programming -Precinct	Remote Ballot Programming (aka Database Programming)	\$2,000.00
14736	Training - Train the Trainer Program	Train the Trainer (1 trainer)	\$2,500.00
14740	Training - Advanced Precinct Hardware	Advanced Precinct HW Training (fka Rover Training)	\$3,000.00
14768	Training - Rover	Rover Training	\$2,500.00
14744	Training - ClearDesign Refresher	ClearDesign - Refresher (PS)	\$2,500.00
14748	Training - Onsite ClearDesign	ClearDesign Training (PS)	\$6,750.00
14752	Training - ClearCount Refresher	ClearCount Refresher - ClearVote (PS)	\$2,500.00
14756	Training - ClearCount VerifyNow Pro	ClearCount Training - VNP(PS)	\$2,500.00
14760	Training - ClearCount ClearVote Training	ClearCount Training - ClearVote(PS)	\$4,750.00
14764	Training - Custom	Custom Training	Onsite Days + Prep Days at \$2500 per day
14772	Installation - Add on Hardware	Installation services - Add on HW	\$2,000.00
14776	Election Simulation Exercises - Standard	Election Simulation Exercises - Standard	\$2,000.00
14780	Election Simulation Exercises - Custom	Election Simulation Exercises - Custom	Onsite Days + Prep Days at \$2500 per day
14088	Pre-Election Readiness	Database and ballot layout review, equipment setup, weekly checkins >	\$2,000.00
14648	Post Election Onsite Review	Post Election Analysis/Feedback Sessions	\$2,000.00
85301	Official Printed Ballots 8.5x14": Up to 200,000 per election / per customer	Official Printed Ballots 8.5x14": Up to 200,000 per election / per customer	\$0.57
85302	Official Printed Ballots 8.5x17": Up to 200,000 per election / per customer	Official Printed Ballots 8.5x17": Up to 200,000 per election / per customer	\$0.57

Part/ Stock Number	Product Name	Product Description	Net NYS Price
85303	Official Printed Ballots 8.5x22": Up to 200,000 per election / per customer	Official Printed Ballots 8.5x22": Up to 200,000 per election / per customer	\$0.57
85304	Official Printed Ballots 8.5x14": Up to 200,000 per election / per customer (4 year agreement)	Official Printed Ballots 8.5x14": Up to 200,000 per election / per customer (4 year agreement)	\$0.48
85305	Official Printed Ballots 8.5x17": Up to 200,000 per election / per customer (4 year agreement)	Official Printed Ballots 8.5x17": Up to 200,000 per election / per customer (4 year agreement)	\$0.48
85306	Official Printed Ballots 8.5x22": Up to 200,000 per election / per customer (4 year agreement)	Official Printed Ballots 8.5x22": Up to 200,000 per election / per customer (4 year agreement)	\$0.54
85307	Official Printed Ballots 8.5x14": Over 200,000 per election / per customer	Official Printed Ballots 8.5x14": Over 200,000 per election / per customer	\$0.54
85308	Official Printed Ballots 8.5x17": Over 200,000 per election / per customer	Official Printed Ballots 8.5x17": Over 200,000 per election / per customer	\$0.54
85309	Official Printed Ballots 8.5x22": Over 200,000 per election / per customer	Official Printed Ballots 8.5x22": Over 200,000 per election / per customer	\$0.54
85310	Official Printed Ballots 8.5x14": Over 200,000 per election / per customer (4 year agreement)	Official Printed Ballots 8.5x14": Over 200,000 per election / per customer (4 year agreement)	\$0.45
85311	Official Printed Ballots 8.5x17": Over 200,000 per election / per customer (4 year agreement)	Official Printed Ballots 8.5x17": Over 200,000 per election / per customer (4 year agreement)	\$0.45
85312	Official Printed Ballots 8.5x22": Over 200,000 per election / per customer (4 year agreement)	Official Printed Ballots 8.5x22": Over 200,000 per election / per customer (4 year agreement)	\$0.52
85313	Printed Test Ballots 8.5x14", without stub	Printed Test Ballots 8.5x14", without stub	\$0.45
85314	Printed Test Ballots 8.5x17", without stub	Printed Test Ballots 8.5x17", without stub	\$0.45
85315	Printed Test Ballots 8.5x22", without stub	Printed Test Ballots 8.5x22", without stub	\$0.45
85316	Printed Pre-Marked Test Ballots 8.5x14", without stub	Printed Pre-Marked Test Ballots 8.5x14", without stub	\$1.25
85317	Printed Pre-Marked Test Ballots 8.5x17", without stub	Printed Pre-Marked Test Ballots 8.5x17", without stub	\$1.25
85318	Printed Pre-Marked Test Ballots 8.5x22", without stub	Printed Pre-Marked Test Ballots 8.5x22", without stub	\$1.40
85319	Official Blank Ballot Stock, 8.5x14", packs of 100, carton or skid packed	Official Blank Ballot Stock, 8.5x14", packs of 100, carton or skid packed	\$0.10
85320	Official Blank Ballot Stock, 8.5x17", packs of 100, carton or skid packed	Official Blank Ballot Stock, 8.5x17", packs of 100, carton or skid packed	\$0.10
85321	Official Blank Ballot Stock, 8.5x19", packs of 100, carton or skid packed	Official Blank Ballot Stock, 8.5x19", packs of 100, carton or skid packed	\$0.12
85322	Official Blank Ballot Stock, 8.5x22", packs of 100, carton or skid packed	Official Blank Ballot Stock, 8.5x22", packs of 100, carton or skid packed	\$0.12
85323	Official Blank Ballot Stock, 8.5x26", packs of 100, carton or skid packed	Official Blank Ballot Stock, 8.5x26", packs of 100, carton or skid packed	\$0.14
85324	Official Blank Ballot Stock, 8.5x30", packs of 100, carton or skid packed	Official Blank Ballot Stock, 8.5x30", packs of 100, carton or skid packed	\$0.14

The following Products have been removed from the Price List:

Part/ Stock Number	Product Name	Product Description	Net NYS Price
52210-2-1	Hard Drive	Part of Server and Large Server Bundle	\$244.00
11120-3-2	ClearCount Optimized Server	Part of ClearCount Server Bundle	\$29,950.00
52220-2-1	8 TB Hard Drive	Part of ClearCount Large Server Bundle	\$260.00
sv-0001	Training	Services	\$1,888.00
sv-0002	Election Support	1st year annual license included	\$1,888.00
13200-3-1f	Admin Station	Optional Item	\$2,350.00

An annual price list increase was approved in accordance with the Contract Sections 2.9, Price List Updates and Section 2.9.3, Maximum Price Increase for the following Products:

Part/ Stock Number	Product Name	Previous Net NYS Price	New Net NYS Price
41013-1-1	ClearCount Server Bundle	\$7,200.00	\$7,380.00
41013-2-1	ClearCount Large Server Bundle	\$11,650.00	\$11,950.00
41012-2-1	ClearCount fi-7800 Scanner Bundle	\$23,500.00	\$24,100.00
41012-3-1	ClearCount fi-7900 Scanner Bundle	\$30,000.00	\$30,700.00
11110-2-1	ClearCount Server	\$6,380.00	\$6,545.00
54214-1-1	Keyboard	\$28.00	\$28.50
54213-2-1	Mouse	\$29.00	\$29.50
54223-2-1	DVD Drive	\$50.00	\$51.00
32000-2-1	Printer	\$250.00	\$256.00
51220-1-1	Powerstrip	\$50.00	\$51.00
11120-2-1	ClearCount Large Server	\$10,545.00	\$10,800.00
21300-2-1	ClearCount fi-7800 Scanner	\$19,000.00	\$19,400.00
81112-1-2	Scanner Support	\$2,499.00	\$2,560.00
65111-1-1	Laptop Stand	\$150.00	\$153.00
71121-1-1	ScanAid Kit	\$225.00	\$230.00
21400-2-1	ClearCount fi-7900 Scanner	\$25,500.00	\$26,100.00
51110-3-1	UPS	\$950.00	\$970.00
73210-1-1	Toner	\$72.00	\$73.50
73220-2-1	Printer Drum	\$145.00	\$148.50
ccsw-0001-01	ClearCount Software	All Tiers: \$11,000 up to 10,000 Registered Voters. Plus \$.24 per Registered Voter after 10,000	All Tiers: \$11,250 up to 10,000 Registered Voters. Plus \$.25 per Registered Voter after 10,000
ccsw-002	ClearCount Software Warranty	20% of upfront software price	20% of upfront software price
10018	Scan Station Laptop	\$2,350.00	\$2,410.00
13556A	ClearCount Server Bundle (Standard)	\$7,200.00	\$7,380.00
13556B	ClearCount Server Bundle (Large)	\$11,650.00	\$11,950.00
13556C	ClearCount Server Bundle (Rack)	\$12,500.00	\$12,800.00
11536A	ClearCount 7800 Scanner Bundle	\$23,500.00	\$24,100.00
11536B	ClearCount 7900 Scanner Bundle	\$30,000.00	\$30,700.00
13388A	ClearDesign Server Bundle (Standard)	\$7,000.00	\$7,180.00
13388B	ClearDesign Server Bundle (Large)	\$11,000.00	\$11,250.00
13388C	ClearDesign Server Bundle (Rack)	\$12,500.00	\$12,800.00
41011-2-2	Admin Station Bundle	\$2,350.00	\$2,410.00

Part/ Stock Number	Product Name	Previous Net NYS Price	New Net NYS Price
10584A	Polling Place Bundle -Thermal	\$14,000.00	\$14,350.00
10584B	Polling Place Bundle - Laser	\$14,000.00	\$14,350.00
13488	ClearCast Go Bundle	\$7,000.00	\$7,180.00
11140A	ClearMark Bundle (Thermal Printer)	\$7,000.00	\$7,180.00
11140B	ClearMark Bundle (Laser Printer)	\$7,000.00	\$7,180.00
13896A	PrintNow Standard (1st Unit & Software)	\$9,600.00	\$9,840.00
13896A-add	PrintNow Standard (Additional)	\$6,000.00	\$6,150.00
13896B	PrintNow Batch	\$12,000.00	\$12,300.00
13672	Sip Puff	\$650.00	\$665.00
51110-4-1f	UPS	\$1,250.00	\$1,280.00
77144	ClearMark Thermal Paper	\$150.00	\$153.50
62221-2-2f	ClearCast Go Transport Case	\$150.00	\$153.50
61120-1-1	Emergency Ballot Bag	\$65.00	\$66.50
77121-3-1f	ClearCast Thermal Paper (Box of 50)	\$132.00	\$135.00
ccsw-0001-01-2.4	ClearCount Software	All Tiers: \$11,000 up to 10,000 Registered Voters. Plus \$.24 per Registered Voter after 10,000	All Tiers: \$11,250 up to 10,000 Registered Voters. Plus \$.25 per Registered Voter after 10,000
cdsw-024	ClearDesign Software	Less than 25,000 RVs = \$20,000 25,000-250,000 RVs = \$20,000 + 0.45*(RVs-25,000) 250,000-500,000 RVs = \$121,250 + 0.2*(RVs-250,000) More than 500,000 RVs = 171,250 + (.10 *(RVs-500,000))	Less than 25,000 RVs = \$20,500 25,000-250,000 RVs = \$20,500 + 0.47*(RVs-25,000) 250,000-500,000 RVs = \$124,250 + 0.205*(RVs-250,000) More than 500,000 RVs = \$175,500 + (.10 *(RVs-500,000))
ccsw-002-2.4	ClearCount Software Warranty	20% of upfront software price	Annual Support fee is 20% of year 1 charged annually
cdsw-002	ClearDesign Software Warranty	30% of upfront software price	Annual support fee is 30% of Year 1 charged annually
61211-1-3	Scanner Case - CCGo Ballot Box	\$1,750.00	\$1,795.00
44100-4-5	ClearCast Go - Revision 5	\$5,100.00	\$5,230.00
14164	Soft Wheeled Ballot Bin	\$85.00	\$87.00
61300-2-1f	Internal Ballot Bin	\$50.00	\$51.00
95113-1-1f	ClearCast Power Supply	\$50.00	\$51.00
14316	USB Duplicator 1:31	\$3,750.00	\$3,840.00
14488	USB Duplicator 1:15	\$1,850.00	\$1,890.00
13928	Orgin Instruments Sip Puff SWIFY Adapter	\$130.00	\$133.00
46100-1-1	ClearMark AIO	\$2,600.00	\$2,660.00
46200-1-1	ClearMark Thermal Printer	\$1,500.00	\$1,535.00
46300-1-1	ClearMark BV Scanner	\$1,000.00	\$1,025.00
62321-1-2	ClearMark Setup Case	\$1,750.00	\$1,795.00
34211-2-1f	ClearMark Laser Printer	\$800.00	\$820.00
62322-1-2	ClearMark Setup Case	\$1,750.00	\$1,795.00

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:
<https://ogs.ny.gov/Award-23198>

All other terms and conditions of this Award remain the same.



Master Services Agreement

This Master Services Agreement (the "Agreement"), effective the ____ day of _____ 202_ (the "Effective Date"), is made by and between Clear Ballot Group, Inc., a Delaware corporation, with a principal place of business at 300 Innovative Way, Suite 2314, Nashua, NH 03062 ("Clear Ballot"), and Albany County, New York, with a principal place of business 32 North Russell Road, Albany, NY 12206 ("Customer"). In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Authorized Users" means Customer's employees and such other types of users (if any) as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless otherwise expressly provided in the relevant Product Schedule, Authorized Users are limited to employees only and do not include Customer's vendors, contractors, or any other third parties, including technology service providers.

1.2 "Clear Ballot Products" means collectively, all Clear Ballot Licensed Software, Documentation, Hardware, Services and the Data Visualization Portal. For the avoidance of doubt, Customer's right to use the Clear Ballot Products extends only to those specific Clear Ballot Products identified in the applicable Order.

1.3 "Data Visualization Portal" means Clear Ballot's portal, accessible via a username (email address) and password, that allows You to access certain audit-related data.

1.4 "Designated Jurisdiction" means the jurisdiction in which the Clear Ballot Products will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The Designated Jurisdiction shall be identified in the applicable Order.

1.5 "Documentation" means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.

1.6 "Intellectual Property Rights" shall mean (i) patents, inventions, designs, copyright and related rights, moral rights, database rights, trademarks (and service marks) and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) trade secrets; (iii) proprietary rights in domain names; (iv) knowhow; (v) applications, extensions and renewals in relation to any of these rights; and (vi) all other rights of a similar nature or having an equivalent effect anywhere in the world.

1.7 "Licensed Software" means Clear Ballot's proprietary software, databases and/or computer programs (including, without limitations all schema and designs of such proprietary software, databases and/or computer programs) that are identified on the applicable Order, including any bug fixes, updates and new releases thereof that may be made generally available by Clear Ballot from time to time as part of Support Services. The term "Licensed Software" also includes any and all Documentation applicable to such computer

1.8 "Professional Services" means those testing, installation, setup, training, ballot design, digital audit, consulting or other services provided by Clear Ballot pursuant to an Order or SOW.

1.9 "Object Code" means computer programs assembled or compiled, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse compiling, or reverse-engineering.

1.10 "Order" means a request to license the specific Clear Ballot Products identified on the Order. pursuant to the terms of this Agreement. A SOW may be attached to an Order as an Exhibit, however if a SOW is executed on a stand-alone basis, it is considered an Order for the purposes of this Agreement.

1.11 "Scope of Use" means the specific scope of use for which Customer is permitted to use the Clear Ballot Products. By way of example, this may include setting up the necessary infrastructure to create an election, defining an election and tabulating and reporting election results in the Designated Jurisdiction, auditing election results, etc.



Customer is only permitted to use the Clear Ballot Products for activities if such activities are clearly identified in the Scope of Use for the applicable Order.

1.12 “Services” means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.

1.13 “Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14 “SOW” means a Statement of Work signed by the duly authorized representatives of both parties that sets forth and describes Services to be provided hereunder, the fees to be paid, and any other terms agreed upon by the parties. A SOW may be attached to an Order as an Exhibit.

1.15 “Support Services” means the standard maintenance and support services offered to Customer as detailed in the support exhibit attached to the applicable Order.

1.16 “Work Product” means Work Product Type 1 and Work Product Type 2. In the event Work Product is not identified in the Order or SOW as being Work Product Type 1 or Work Product Type 2, it shall be deemed Work Product Type 2.

1.17 “Work Product Type 1” means any work product or deliverables developed specifically for Customer by Clear Ballot in the performance of the Professional Services and specifically identified in the SOW or Order (as applicable) as Work Product Type 1.

1.18 “Work Product Type 2” means any work product or deliverables that are provided to Customer under the SOW or Order (as applicable) and are not specifically identified in the SOW or Order (as applicable) as Work Product Type 2.

2. MASTER AGREEMENT, AVAILABILITY TO OTHER NEW YORK COUNTIES

This is a master agreement under which Customer may order Clear Ballot Products. The Professional Services terms set forth in Exhibit A attached hereto are incorporated herein. Clear Ballot’s acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, as well as any additional provisions that may be set forth in the applicable Order, including any exhibits thereto. In the event of a conflict between the terms and conditions of an Order and this Agreement, the terms of this Agreement shall govern.

3. LICENSE AND RESTRICTIONS

3.1 *Grant of License for Licensed Software.* Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, during the Licensed Software Term (as defined in the Order) Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to use the Licensed Software identified in the applicable Order solely in the Designated Jurisdiction and for the Scope of Use set forth in the applicable Order. To the extent Object Code is provided for the applicable Licensed Software, Customer may make a single copy of the Object Code of the Licensed Software for backup and archival purposes. Customer will not receive, and may not access the Source Code of any Licensed Software. Unless expressly stated on the applicable Order, Customer may not access or use the Clear Ballot Products on behalf of any third party.

3.2 *Hardware.* If Hardware is included in the applicable Order and subject to the terms of this Agreement, Clear Ballot will provide the Hardware to Customer for use in connection with Clear Ballot Products. If Customer has purchased the Hardware, title and all risk of loss with respect to the Hardware will pass to Customer upon delivery to Customer by Clear Ballot. Customer shall keep the Hardware free of all security interests, liens and other encumbrances. Customer will use reasonable care in the use of the Hardware and protect the Hardware from theft,



damage or misuse. Customer assumes the entire risk of loss, damage, or theft of the Hardware while in Customer's possession. Customer will use the Hardware solely in connection with the Clear Ballot Products and in technical configuration specified by Clear Ballot in the Documentation. In the event that the Hardware includes or incorporates any software code (include without limitation any firmware, operating system or other software), such software code shall be deemed "Licensed Software" licensed to Customer solely under the terms of this Agreement.

3.3 Support Services. Support Services are further described in the Order Form and any attachments thereto. Customer acknowledges and agrees that it is required to purchase Support Services for the Licensed Software and Hardware during the entirety of the Licensed Software Term.

3.4 Access to Data Visualization Portal. If access to the Data Visualization Portal is provided as part of the Clear Ballot Products ordered by Customer under the applicable Order, then subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable right to access the Data Visualization Portal during the term set forth in the applicable Order.

3.5 Restrictions on Use. Clear Ballot Products shall be used solely for the Scope of Use set forth in the applicable Order and not for any other purpose or use. Authorized Users may use the Clear Ballot Products solely on Licensee's behalf in accordance with this Agreement and the applicable Order and not for any other purpose or use. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may not (i) provide any portion of the Licensed Software to any person or entity who is not authorized to access or use it under this Agreement; (ii) use or permit the Clear Ballot Products to be used in any manner, whether directly or indirectly, that would enable Customer's employees, agents, or any other person or entity to use the Clear Ballot Products in any jurisdiction other than the Designated Jurisdiction or for anyone's benefit other than Customer, (iii) rent, sell, assign, lease, sublicense, or otherwise transfer the Clear Ballot Products, (iv) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Clear Ballot Products by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (v) copy, translate, port, modify, or make derivative works based on the Clear Ballot Products, (vi) use the Clear Ballot Products except as set forth in the Documentation, (vii) use the Clear Ballot Products or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property; (viii) use the Clear Ballot Products in a manner to compete with Clear Ballot, to create a product or service that competes with Clear Ballot, or to assist a third party in competing with Clear Ballot; (ix) use the Clear Ballot Products outside the Designated Jurisdiction; (x) operate a service bureau or other similar service for the benefit of third parties using the Clear Ballot Products; (xi) export, directly or indirectly, the Clear Ballot Products from the United States; or (xii) disclose the Clear Ballot products to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized "deemed exports"). Customer shall take reasonable precautions to prevent unauthorized or improper use or disclosure of the Clear Ballot Products. Customer shall not remove, alter, or obscure any trademark, proprietary label or notice accompanying or incorporated in the Clear Ballot Products. Customer shall not attempt to access any Clear Ballot systems, programs or data that are not made available for Customer's use under the Order or SOW.

3.6 Minimum System Configuration. The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Order or the relevant Documentation, which may be updated from time to time. Customer shall be solely responsible for purchasing, providing, and installing all other required equipment, peripherals, and hardware not included in the Statement of Work. The Licensed Software must be used with the Hardware as described in the Documentation, and all warranties, support and indemnification obligations hereunder are void if the Licensed Software is used with any other hardware or in any manner other than in the technical configuration specified by Clear Ballot. The requirements listed in this section refer to the requirements of Clear



Ballot, and do not refer to any state-specific hardware requirements that may be in place. It is Customer's responsibility to ensure that it understands and complies with any state-specific hardware requirements.

3.7 Intellectual Property Ownership. The Clear Ballot Products contain material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights in and to the Clear Ballot Products not expressly granted to Customer under this Agreement are reserved by Clear Ballot. As between Customer and Clear Ballot, all Intellectual Property Rights in the Clear Ballot Products will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials, and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code. Customer acknowledges and agrees that Clear Ballot will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques, or other expertise which Clear Ballot may develop or employ in providing the Clear Ballot Products, in any products and for any lawful purposes.

3.8 Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Clear Ballot Products. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use and fully exploit the Feedback in connection with Clear Ballot's business, including enhancement of the Clear Ballot Products.

3.9 Aggregated Data. Customer acknowledges and agrees that both during the term of this Agreement and thereafter, Clear Ballot may collect, analyze, copy, display and use Aggregated Data for the purpose of providing, operating, analyzing, and improving the Clear Ballot Products. Clear Ballot will not disclose any Aggregated Data unless it is in aggregated and anonymized form that would not permit a third party to identify the data as associated with Customer. "Aggregated Data" means anonymized or aggregated data, statistics, and analysis derived from Customer's use of the Clear Ballot Products.

3.10 Modification of Clear Ballot Products. Clear Ballot may update the Clear Ballot Products from time to time. Except as otherwise expressly agreed in writing by the parties, Clear Ballot is not responsible for any: (a) modification to the Clear Ballot Products by Customer or any third party engaged by Customer, (b) failure by Customer to follow reasonable instructions provided by Clear Ballot for the care and maintenance of Clear Ballot Products, (c) failure by Customer to reasonably implement any improvements or updates to the Clear Ballot Products as supplied by Clear Ballot, (d) use of the Clear Ballot Products not strictly in the manner recommended in the Documentation; or (e) any material failure by Customer to use due care in the use and validation of the results produced by the Clear Ballot Products.

3.11 Customer Representations. Customer represents, warrants, and/or covenants to Clear Ballot that: (a) the Clear Ballot Products will be used only (i) by Customer and its Authorized Users, (ii) in the manner for which it was intended, (iii) in accordance with all applicable manuals and instructions, and (iv) in compliance with all applicable laws and regulations, (b) it has the authority to enter into this Agreement, (c) the person executing this Agreement on behalf of Customer has been duly authorized and has all required approvals, (d) by entering into this Agreement, Customer is not in violation of any laws or agreements applicable to Customer (e) Customer shall not modify, alter, or add to the Clear Ballot Products without the prior written consent of Clear Ballot, and (f) Customer acknowledges and agrees that it is solely responsible for the secure disposal of all Hardware at the end of the term of this Agreement, or at the conclusion of Customer's use of the applicable Hardware, whichever occurs first. Customer represents and warrants that it shall dispose of all Hardware in a safe and secure manner in accordance with all applicable federal, state, and local laws, regulations, guidelines and best practices, which may include, without



limitation management of computer equipment regulations, environmental laws and regulations, NIST guidelines, data removal guidelines, and U.S. Election Assistance Commission regulations and practices. Customer shall provide Clear Ballot with a certificate of destruction for all Hardware no longer in use. Customer is responsible for understanding what regulations and laws apply to its disposal of the Hardware. If Clear Ballot offers a take-back/recycling program (which it may elect to do at its sole discretion) it shall inform Customer of such program and the fees and guidelines associated with such program.

3.12 “Customer Pre-Existing IP” shall mean data, information, materials, and other information owned by Customer prior to the commencement or independent of this Agreement or Customer’s receipt of the Clear Ballot Products, some of which may be used by Clear Ballot in delivering the Clear Ballot Products or the development of the Work Product hereunder. All Customer Pre-Existing IP is the sole property of Customer. Customer is responsible for the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to use Customer Pre-Existing IP. By providing or otherwise making available Customer Pre-Existing IP to Clear Ballot under this Agreement, Customer hereby grants to Clear Ballot a limited, nonexclusive, royalty-free, worldwide right and license to process the Customer Pre-Existing IP as may be necessary for Clear Ballot to provide the Clear Ballot Products to Customer and perform and fulfill the rights and obligations under the Agreement. Customer Pre-Existing IP is Confidential as set forth in Section 9 of this Agreement and Clear Ballot will not disclose Customer Pre-Existing IP.

4. FEES, EXPENSES AND TAXES

Customer will pay the fees for the Clear Ballot Products in accordance with the applicable Order. All fees are in United States dollars. Unless otherwise expressly stated on an Order, Clear Ballot may increase fees at any time (but not more than once annually) upon at least thirty (30) days prior written notice to Customer. Except as expressly set forth in this Agreement or the applicable Order, there are no refunds.

All fees will be invoiced as set forth on the applicable Order. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer’s specific written request.

All undisputed amounts to be paid by Customer are due and payable thirty (30) days after Customer’s receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within sixty (60) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. If Customer fails to pay Clear Ballot charges (other than charges disputed in good faith) within sixty (60) days after the applicable due date of the invoice, Clear Ballot may suspend Customer’s right to access and use the Clear Ballot Products under this Agreement. For clarity, Clear Ballot will not initiate suspension while Customer is disputing charges reasonably and in good-faith and is cooperating diligently in resolving the dispute.

Customer will pay all sales, use, and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot’s net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

5. DISCLAIMERS

THE WARRANTIES STATED IN THIS AGREEMENT AND THE APPLICABLE ORDER ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CLEAR BALLOT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. CLEAR BALLOT DOES NOT WARRANT THAT THE OPERATION OF THE CLEAR BALLOT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION



REGARDING THE USE OR THE RESULTS OF THE USE OF THE CLEAR BALLOT PRODUCTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS AGREEMENT (IF ANY).

Unless otherwise set forth in this Agreement or the applicable Order, Hardware carries the standard manufacturer's warranty only (if any). Clear Ballot will use commercially reasonable efforts to pass through to Customer any manufacturer's warranties on Hardware, to the extent such warranties may be passed through. All manufacturer warranty claims for Hardware will be submitted to the respective manufacturer.

If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited by this Section 5 (Disclaimer of Other Warranties) and 8 (Limitations of Liability and Actions) to the maximum extent permitted by applicable law. For the avoidance of doubt, the disclaimer set forth in this Section 5 do not negate any of Clear Ballot's obligations under any certificates which Clear Ballot may be required to maintain by the applicable jurisdiction governing use of the Licensed Software hereunder.

6. INDEMNIFICATION

Clear Ballot will defend, indemnify, and hold harmless Customer from any and all third-party claims and resulting losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from a claim by a third party that Customer's use of the Licensed Software in accordance with this Agreement infringes that third party's United States patent, copyright, or trade secret rights. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data, or other materials not provided by Clear Ballot, where such claim would not have arisen but for such use or combination, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot where such claim would not have arisen but for such modification or alteration, (c) use of the Licensed Software in violation of this Agreement, (d) any specifications, requirements, data, or intellectual property provided by Customer (collectively, the "Excluded Claims").

If the Licensed Software is held to infringe (or, if Clear Ballot determines in its sole discretion that it may be held to infringe), Clear Ballot shall, at its own expense, in its sole discretion: (a) procure a license that will protect Customer against such claim without cost to Customer; (b) replace the impacted Licensed Software with non-infringing materials without material loss of functionality; or (c) if (a) and (b) are not commercially reasonable, terminate this Agreement or the applicable Order and refund to the Customer a prorated portion of the unused prepaid fees for the infringing Licensed Software. The rights and remedies granted Customer under this Section 6 state Clear Ballot's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) to the maximum extent permitted by applicable law, with advice of the Attorney General of the relevant jurisdiction if such advice is required by applicable law, allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the

indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

To the fullest extent permitted by law, Clear Ballot shall defend, indemnify, and hold harmless Customer and any person for whose acts or omissions Customer is legally responsible (Customer's Person) against and from:

any claim brought by a third party against Customer to the extent (a) alleging that Customer or Customer's Person is legally liable for damages arising from injury to person or real or tangible personal property to the extent such injury occurred as a result of Clear Ballot's negligence in the performance of this Agreement, or (b) in connection with Clear Ballot's performance under this Agreement and was caused in whole or in part by the culpable conduct of Clear Ballot or any person for whose acts or omissions Clear Ballot is legally responsible (Clear Ballot's Person) or any subcontractor of Clear Ballot (Clear Ballot's Subcontractor) or any person for whose acts or omissions Clear Ballot's Subcontractor is legally responsible (Subcontractor's Person); and any reasonable and necessary expense, cost, or fee, including reasonable attorney's fees, incurred by Customer in Customer's defending Customer or Customer's Person against or incident to any such claim; and any damages for which Customer or Customer's Person is legally liable arising from any such claim.

7. AUDIT

7.1 *Audit of Customer by Clear Ballot.* To the extent permitted by the New York State Election law or any other law, Clear Ballot may audit Customer's use of the Clear Ballot Products ("Audit"). An Audit may include the inspection and review of facilities, technical environment, equipment, computers and/or servers on which the Clear Ballot Products has been installed, used or hosted, and records, procedures, or business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which shall be performed by Clear Ballot or an independent third party authorized by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and commercially reasonable efforts shall be used not to disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail and Customer shall be responsible for the cost of the Audit. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

7.2 *Customer Access to Records.* Clear Ballot shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") during the Term of the Agreement. Not more than once annually (unless greater frequency is required by applicable law), Clear Ballot shall permit Customer's authorized representatives to access copies of the Records at reasonable times and places for purposes of examination and copying, at Customer's expense.

8. LIMITATIONS OF LIABILITY AND ACTIONS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND COSTS, LOSS OF BUSINESS, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL, IN CONNECTION WITH THE PERFORMANCE OF THE CLEAR BALLOT PRODUCTS, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF CLEAR BALLOT TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) FIVE HUNDRED THOUSAND DOLLARS, OR (B) FEES PAID OR PAYABLE BY CUSTOMER TO CLEAR BALLOT FOR A TWELVE MONTH SUBSCRIPTION PERIOD UNDER THE APPLICABLE ORDER WHICH FORMS THE SUBJECT OF THE CLAIM.

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO ANY CLAIM OR DAMAGE FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. IF CUSTOMER'S JURISDICTION DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, THE LIABILITY OF CLEAR BALLOT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS SECTION 8 SHALL APPLY WITHOUT WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY, IF APPLICABLE.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information. During the term of this Agreement, each party will regard as confidential any information that is: (a) provided to it by the other party and designated in writing as proprietary or confidential, or (b) to be reasonably considered confidential given the nature of the information or the circumstances under which it was disclosed ("**Confidential Information**"). Clear Ballot's Confidential Information includes the Clear Ballot Products and any Intellectual Property Rights of Clear Ballot or its licensors.

9.2 Exclusions. Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

9.3 Treatment of Confidential Information. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates and its and their directors, officers, employees, Independent Contractors, Vendor, and advisors (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. Each party accepts responsibility for the actions of its Representatives.

9.4 Compelled Disclosures. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.



9.5 *Public Records.* Notwithstanding any provision of this Agreement, including, without limitation this Section 9, Clear Ballot recognizes that Customer is a governmental entity subject to open records and sunshine laws. To the extent required by applicable law, Customer may be required to disclose a copy of this Agreement, as well as other Clear Ballot information and records related to this Agreement. The parties agree that Customer will not be in breach of this Agreement if the Customer is required to disclose such information pursuant to applicable law. However, to the extent permitted by applicable law, Customer agrees that prior to disclosure of any Clear Ballot information (whether Confidential Information or otherwise), Clear Ballot Products, or Clear Ballot Intellectual Property under any public records request or obligation, Customer shall notify Clear Ballot of such required disclosure, so that Clear Ballot shall have an opportunity to note and/or redact any information, materials and intellectual property that may be classified as an exemption to the applicable law. Similarly, Clear Ballot recognizes that the Customer is subject to state record retention regulations, and Customer will comply with all such requirements. Trade secrets shall be governed by NYS law including by not limited to FOIL and Election laws. Declaring information as confidential must be completed prior to request.

10. TERM AND TERMINATION

10.1 *Term.* This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the “Term”), unless earlier terminated in accordance with this Section 10. The term of the licenses granted by Clear Ballot to Customer hereunder will commence upon execution of the applicable Order and continue for the term specified in the Order, unless earlier terminated in accordance with the provisions of this Agreement.

10.2 *Breach.* If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

10.3 *Bankruptcy and Insolvency.* Either party may terminate this Agreement immediately on written notice to the other party, if the other party is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding, that is not dismissed within sixty (60) days of filing.

10.4 *De-certification.* If Clear Ballot fails to acquire any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer’s intent to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification by the date set forth in the applicable Service Order (if any) , at Customer’s sole discretion and as Customer’s sole and exclusive remedy, Customer may terminate the Agreement or any Service Order and Clear Ballot shall refund any and all fees paid for any Clear Ballot Products that are not certified by such date under the specific Service Order.

10.5 *Effect of Termination.* Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Clear Ballot Products, (ii) attest that Customer shall no longer use or allow to be used the Clear Ballot Products, (iii) provide Clear Ballot a written certification that Customer has ceased all use of the Clear Ballot Products and has complied with all of its obligations under this Section. Except as expressly provided herein, to the maximum extent permitted by applicable law, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.



11. INSURANCE

Clear Ballot shall, at its own cost, throughout the performance of this Agreement or any related SOW maintain in full force and effect with a reputable insurer(s), insurance as described below: (a) Commercial General liability insurance with a limit of not less than two Million Dollars (US\$2,000,000) in the aggregate; (b) Workers Compensation insurance with statutory limits, and Employer's Liability insurance with limits of not less than One Million Dollars (US\$1,000,000) per occurrence; and (c) Errors and Omissions Liability insurance with a limit of not less than two Million US Dollars (US\$2,000,000) in the aggregate. Upon written request by Customer, Clear Ballot shall furnish Customer with certificates of insurance evidencing the insurance coverage required to be maintained by Clear Ballot is in full force and effect.

12. GENERAL

12.1 Waiver, Amendment, Or Modification. The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

12.2 Notice. All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing. A courtesy copy shall be sent to Clear Ballot via email at contracts@clearballot.com and to Customer at the email address set forth below the signature block (if any).

12.3 Entire Agreement. This Agreement, together with the Orders, and any exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Orders or exhibits, the body of this Agreement shall control.

12.4 Assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. To the maximum extent permitted by applicable law, Clear Ballot may assign this Agreement and all Orders as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. If consent is required by applicable law to assign this Agreement, such consent shall not be unreasonably withheld. Except as expressly stated in this Agreement, to the maximum extent permitted by applicable law, neither party may assign this Agreement without the prior written consent of the other party, and any attempted assignment will be void. Clear Ballot may assign the performance of any portion of its obligations hereunder (including the provision of any portion of the Clear Ballot Products or functionality contained therein) to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor.

12.5 Publicity. Customer grants Clear Ballot the right to add Customer's name and logo to Clear Ballot's customer list and to otherwise reference Customer as a Clear Ballot customer.

12.6 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the



laws of the State of New York, USA without regard to its conflict of law provisions. Any legal action or proceeding with respect to this Agreement shall be brought in the state or federal courts in New York. If you are prohibited by law from entering into a contract by governing law other than the laws of the state where your primary office is located, then this Agreement will be construed under the laws of the state in which your primary office is located. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

12.7 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words “include” and “including” shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning “including, but not limited to.”

12.8 Relationship Of The Parties. Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

12.9 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

12.10 Survival. The following Sections shall survive expiration or termination of this Agreement: 3.5 (Restrictions on use), 3.7 (Intellectual Property Ownership), 3.78 (Feedback), 3.9 (Aggregated Data), 4 (Fees, Expenses and Taxes) (to the extent of fees accrued prior to the date of termination), 5 (Disclaimer of Warranties); 7 (Audit); 8 (Limitations of Liability and Actions); 10.4 (Effect of Termination); and 12 (General).

12.11 Force Majeure. Except for Customer’s payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

12.12 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

12.13 Agreement Drafted By All Parties. This Agreement is the result of arm’s length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

12.14 Conflict of Interest. At the time Clear Ballot submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Clear Ballot shall deliver to Customer’s Department of Law, the attached affidavit certifying that Clear Ballot has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to Customer. The affidavit shall further state that in rendering services to Customer no persons having any such interest shall be employed by Clear Ballot. Clear Ballot assumes full responsibility for knowing whether its officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to Customer.

During the course of performing services for Customer, Clear Ballot shall disclose immediately to Customer, by



Clear Ballot

affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Clear Ballot, Clear Ballot's officers, Clear Ballot's employees, Clear Ballot's agents, and Clear Ballot's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this Agreement and Clear Ballot's failure to comply with these provisions affords Customer the right to pursue any and all remedies for breach of Agreement. In the event of an apparent or actual conflict of interest during the course of performance, Clear Ballot shall suspend all work and services, and Customer's payments to Clear Ballot shall be suspended pending final approval by Customer or Customer's Board of Ethics. If the conflict cannot be resolved to the satisfaction of Customer, Customer may terminate the Agreement by written notice. Nothing herein shall be construed as limiting or waiving Customer's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Clear Ballot, and Clear Ballot shall disclose the same. Clear Ballot shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Clear Ballot shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than Customer for work on the project to which this Agreement pertains. If applicable, Clear Ballot shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Clear Ballot's officers, Clear Ballot's employees, Clear Ballot's agents, or Clear Ballot's servants shall be deemed a conflict of interest of Clear Ballot, giving rise to the duty to disclose.

Clear Ballot shall not disclose any data, facts or information concerning services performed for Customer or obtained while performing such services, except as authorized by Customer in writing or as may be required by law.

12.15. *Appropriations.* This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by Customer beyond monies appropriated and available for the purpose thereof.

12.16 *Funding.* Customer warrants that the funds are available during the current fiscal period.

The parties have executed this Agreement to become effective as of the Effective Date.



Clear Ballot

CUSTOMER:

BY: _____

(PRINTED NAME)

(TITLE)

(DATE)

CLEAR BALLOT GROUP, INC.

BY: _____

(PRINTED NAME)

(TITLE)

(DATE)



EXHIBIT A: PROFESSIONAL SERVICES TERMS

Clear Ballot shall provide Customer certain Professional Services as specified in a SOW.

Either party may request a change to a SOW, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. The parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the Services, the parties shall complete and execute a change order ("Change Order") or a new or revised SOW.

Clear Ballot shall have sole discretion in staffing the Professional Services and may assign the performance of any portion of the Professional Services to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor. Customer shall designate at least one employee with knowledge of Customer's business and Clear Ballot's technology and services as its primary contact to be available for communication with Clear Ballot in providing the Professional Services. Customer will (a) cooperate with Clear Ballot, (b) provide Clear Ballot with timely access to accurate and complete information, data and materials, (c) provide Clear Ballot with such assistance and access as Clear Ballot may reasonably request, and (d) fulfill its responsibilities as set forth in this Agreement and the SOW. If Clear Ballot personnel are required to be present on a Customer site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. Unless otherwise set forth in the SOW, all resources and information that are required for Clear Ballot to perform the Services shall be provided at Customer's expense. Customer is responsible for the procurement of any necessary permits or licenses required for the design, production, testing or operation of any Work Product hereunder and costs incidental thereto unless otherwise agreed in the SOW.

Unless specified otherwise in the SOW, the cost estimate for Professional Services, as set forth in the SOW, is a budgetary estimate and is not a firm fixed price quotation and the Professional Services shall be provided on a time and material basis at the rates set forth in the SOW. If Clear Ballot, at any time, determines that the cost of the Professional Services is expected to exceed the budgetary estimate, Clear Ballot will notify the Customer and obtain the Customer's approval prior to exceeding the budget. Clear Ballot shall not be obligated to continue with any work which would cause Clear Ballot to exceed the budgetary estimates if Customer does not approve exceeding the budget. If actual costs are less than the budgetary estimate, only actual costs will be billed.

Except for Clear Ballot Pre-Existing IP (as defined below) which shall continue to be owned by Clear Ballot, any Work Product Type 1 delivered under a SOW shall be the property of Customer upon Customer's payment in full of all associated fees due hereunder.

Clear Ballot hereby grants to Customer a non-exclusive, non-transferable license to use any Work Product Type 2 delivered to Customer upon Customer's payment in full of all amounts due hereunder. Work Product Type 2 shall be used by Customer solely in conjunction with, and consistent in scope with, Customer's permitted use of the Licensed Software under this Agreement.

"Clear Ballot Pre-Existing IP" shall mean any and all software, hardware, information, technology, configurations, training materials, tools, methodologies, data, designs, ideas, concepts, know-how, techniques, materials, data, algorithms, and other information owned or licensed by Clear Ballot prior to the commencement or independent of the Professional Services and all intellectual property rights therein, some of which may be used by Clear Ballot in performance of the Professional Services or the development of the Work Product hereunder, and shall also include any enhancements or modifications made by Clear Ballot to the Clear Ballot Pre-Existing IP while performing the



Clear Ballot

Services hereunder. All Clear Ballot Pre-Existing IP is the sole property of Clear Ballot. Customer acknowledges and agrees that Clear Ballot is in the business of providing the Clear Ballot Products, and as such will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques or other expertise which Clear Ballot may develop or employ in providing the Professional Services, including those ideas, concepts, techniques acquired in developing the Work Product, in any products and for any purposes (including providing services and developing work product for other customers), provided that the same are (i) of general application and (ii) not based on and do not contain Customer Confidential Information. For the avoidance of doubt, Clear Ballot may create the same or similar work product for other customers without liability or obligation to Customer. To the extent that Clear Ballot incorporates any Pre-Existing IP into any Work Product, then Clear Ballot hereby grants Customer a royalty-free, non-exclusive, non-transferable license to use such Pre-Existing IP delivered to Customer solely as necessary for and in conjunction with and not separate from Customer's use of the Work Product.

Clear Ballot warrants that any Professional Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Order for a period of thirty (30) days from the date of completion (the "Professional Services Warranty Period"), unless specified otherwise in the Order. If Customer notifies Clear Ballot in writing of any failure to comply with the Professional Services warranty described in this paragraph during the Professional Services Warranty Period, then Clear Ballot shall re-perform the relevant Professional Services at no additional cost to Customer within a reasonable period of time.

Contract #: 2025-1470

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Board of Elections A1450

Date Submitted: 10/13/2025

Contact Person: [Sevenish Samantha]

Contact Phone: (716)579-7474

Vendor Info: Nts Data Services Llc

Estimated Amount: 118,537.65

Scope of Services: Board of Elections 2026 NTS Agreement

Budget Line Item: A91450 44919

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

TO: The Contract Administration Board:
Daniel P. McCoy, County Executive
Joanne Cunningham, Chairwoman of the Legislature
Bruce Hidley, County Clerk

FROM: Alison McLean Lane, Board of Elections Commissioner
Rachel Bledi, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget
Ian Reeve, Budget Analyst

RE: Contract Approval with NTS for voter registration system

DATE: 10/09/2025

Please be advised that the Albany County Board of Elections is seeking contract approval with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the APEX voter registration and election management applications currently installed in the Board of Elections. NTS is the only company that can practically and legally maintain our voter registration system. The cost for the agreement is \$118,537.65. The term of the agreement is 1/1/2026 to 12/31/2026.

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.



2079 Sawyer Drive
Niagara Falls, NY 14304
800-458-3820
ntsdata.com

5/28/25

Commissioner Alison C. McLean Lane
Commissioner Rachel L. Bledi
Albany County Board of Elections
260 South Pearl St
Albany, NY 12202

Dear Commissioners,

We hope you have enjoyed the many enhancements to APEX introduced in 2025. More exciting enhancements will come your way later this fall and into the new year. One that we can't wait to share is the Portal Ballot Request Manager, which will allow you to process electronic ballot requests with ease. We can't wait for you to see it!

Your current contract expires on 12/31/25, so it was important to provide you with the necessary budget information regarding your 2026 contract as early as possible. Below are the NTS products included in your current contract, as well as one-year, three-year, and five-year pricing.

NTS Products	Year	1-Year Agreement	3-Year Agreement	5-Year Agreement
Service & Maintenance for: • APEX Workflow (Multi-folder)/IMS • PACETS • VIC • Street Maintenance	2026	\$118,537.65	\$116,382.42	\$114,227.19
	2027		\$125,693.01	\$121,080.82
	2028		\$135,748.46	\$128,345.67
	2029			\$136,046.41
	2030			\$144,209.20

If you have any questions or concerns, please feel free to contact me anytime.
We look forward to a continued partnership with you.

All the best,

A handwritten signature in black ink that reads "Gina L. Shields".

Gina Shields
Director of Client Services



October 9, 2025

Commissioner Allison McLean Lane
Commissioner Rachel L. Bledi
Albany County Board of Elections
224 South Pearl Street
Albany, NY 12202

Dear Commissioners:

NTS Data Services, LLC is the developer and sole point of support and maintenance for the APEX voter registration, WorkFlow, PACETS election management system and IMS interface messaging system applications currently installed in the Board of Elections. As NTS is the only company that can practically and legally maintain the software, this would be a sole source situation. NTS supplies these systems to forty-nine other counties in New York State and is the only company providing voter registration software and services that is locally based - in Wheatfield, New York.

NTS systems have been certified by the State Board of Elections to comply with the interface requirements of the NYSVoter statewide voter registration system and your Board uses this functionality to communicate back and forth with NYSVoter. In addition, NTS continually maintains and upgrades functionality in our software modules and new releases are included in the renewal contract at no additional cost.

As our history has demonstrated, Albany County has the comfort in knowing that these critical elements of your election process are handled by experienced NTS personnel who are familiar with requirements set forth by the Albany County Board of Elections and the New York State Board of Elections. We know the critical importance of our service to our customers and have built an infrastructure that troubleshoots and delivers.

I hope the above helps to clarify the issues related to the renewal contract. Should you or anyone else in the County have any questions, please feel free to contact me at 800-458-3820 ext 202

Sincerely,

A handwritten signature in blue ink that reads "Samantha Sevenish". The signature is written in a cursive, flowing style.

Samantha Sevenish
Vice President, Technical Projects

Software License Agreement

This Software License Agreement (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between NTS DATA SERVICES, LLC, with offices located at 2079 SAWYER DRIVE, NIAGARA FALLS, NY 14304 (“**NTS**”), and ALBANY COUNTY BOARD OF ELECTIONS, with offices located at 260 SOUTH PEARL ST, ALBANY, NY 12202 (“**BOARD**”). NTS and BOARD may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, BOARD desires to utilize NTS software and other NTS election-related services to facilitate BOARD’s operations;

WHEREAS, NTS desires to license the Software described in **Exhibit A** attached hereto to BOARD; and

WHEREAS, BOARD desires to obtain a license to use the Software for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Definitions.

- a) “**Authorized User**” means an employee or contractor of BOARD who BOARD permits to access and use the Software and Documentation pursuant to BOARD’s license hereunder.
- b) “**Documentation**” means NTS Data Services, LLC’s [user manuals, handbooks, and installation guides relating to the Software provided by NTS Data Services, LLC to BOARD either electronically or in hard copy form/end-user documentation relating to the Software.
- c) “**Software**” means the product(s) described in **Exhibit A** in object and source code format, including any Updates provided to BOARD by NTS pursuant to this Agreement.
- d) “**Third-Party Products**” means any third-party products described in **Exhibit A** provided with or incorporated into the Software, including any open-source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open-Source Initiative.
- e) “**Updates**” means any updates, bug fixes, patches, or other error corrections to the Software that NTS generally makes available to all County Boards of Elections with whom NTS has a current and active Agreement.

2) License.

- a) Subject to and conditioned on BOARD’s payment of Fees and compliance with the terms and conditions of this Agreement, NTS hereby grants BOARD a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for BOARD’s internal business purposes.
- b) Subject to and conditioned on BOARD’s payment of Fees and compliance with the terms and conditions of this Agreement, NTS will provide (at no cost in addition to the Fee) the remote training (but not on-site training) and support services described in **Exhibit A**.
- c) BOARD may use and make a reasonable number of copies of the Documentation solely for BOARD’s internal business purposes in connection with BOARD’s use of the Software. The total number of Authorized Users will not exceed the number of BOE dedicated employees, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder. BOARD may make one copy of the Software solely for backup and disaster recovery purposes. Any such copy of the Software remains NTS’s exclusive property.

3) Use Restrictions. BOARD shall not use the Software or Documentation for any purposes beyond the scope of the

license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, BOARD shall not at any time, directly or indirectly;

- a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part;
- b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation;
- c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- d) remove any proprietary notices from the Software or the Documentation;
- e) utilize the proprietary file structures developed by NTS and necessary for the operation of the Software; and/or;
- f) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4) **Reservation of Rights.** NTS reserves all rights not expressly granted to BOARD in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to BOARD or any third party any intellectual property rights or other right, title, or interest in or to the Software.

5) **Delivery.** NTS shall deliver to BOARD the Software electronically, on tangible media, or by other means at NTS's sole discretion.

6) **BOARD Responsibilities.**

- a) General. BOARD is responsible and liable for all uses of the Software and Documentation resulting from access provided by BOARD, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, BOARD is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by BOARD will be deemed a breach of this Agreement by BOARD. BOARD shall make reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.
- b) Third-Party Products. NTS may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow-through provisions referred to in **Exhibit A**. If BOARD does not agree to abide by the applicable terms for such Third-Party Products, then BOARD should not install, allow to be installed, or use such Third-Party Products.
- c) Open-Source Products. The Software also contains certain open-source software identified on **Exhibit A**. BOARD understands and acknowledges that such open-source software is not licensed to BOARD pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license.

7) **BOARD Preparation and Maintenance.** BOARD agrees to provide and install all NTS recommended (a) hardware (desktops, servers, etc.) including maintenance and (b) the prescribed licensed operating system software as specified by NTS to support the operation of all BOARD workstations and servers associated with the operation of the Software. In addition, BOARD agrees to provide, install, and maintain, all licensed support and diagnostic software specified by NTS and the State Board of Elections.

BOARD is solely responsible for the timely execution of the following:

- a) Hardware installation and maintenance
- b) Operating system maintenance, patches, and upgrades on server(s) and workstations
- c) Secure backup of all data housed on the server(s) in compliance with part 6220 of NYS Election Law
- d) SQL upgrades and patches on the database server
- e) Regularly scheduled database maintenance tasks such as shrinking logs and reindexing
- f) Maintaining all server and workstation-based security, including antivirus and firewalls
- g) Networking between the server(s) and workstations

Before purchasing initial hardware, operating system, support and diagnostic software, and continuing for the Term, NTS shall review and approve all purchases related to the initial and subsequent implementation of the Software. If the NTS hardware and software recommendations are deviated from and problems develop, the time and expenses incurred by NTS to resolve the problems shall be billable to BOARD at the NTS prevailing hourly rate plus the travel and/or materials charges incurred by NTS. The current NTS hourly rate is \$195.00 per hour.

BOARD shall provide means for authorized remote access into BOARD system by NTS to facilitate initial application software installation and support. This remote access may be via Virtual Private Network, LogMeIn, or any other mutually acceptable connection method. NTS shall complete application software installation remotely through this connection and perform software installation and testing. BOARD shall provide the security and access rights to the system required by NTS to complete application software installation by NTS. For the Term, remote access and security rights shall be provided to NTS to facilitate the installation of application software updates and support for BOARD.

8) Conversion of Data (If applicable).

The Parties acknowledge and agree that, in order to support the comprehensive functioning of the Software, it is necessary that certain voter registration data and images contained in BOARD's current Voter Registration system (including, without limitation, voter registration records, and absentee information) (the "**Data**") be converted and transitioned by NTS to the Software (the "**Conversion**"). In connection with the Conversion, BOARD shall supply the Data to NTS in a non-proprietary format.

NTS shall use commercially reasonable efforts to effectuate the Conversion. Notwithstanding the foregoing, NTS PERFORMS THE CONVERSION "**AS IS**" AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NTS SPECIFICALLY DISCLAIMS ALL INDIRECT AND/OR IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, NTS DOES NOT WARRANT AN ERROR-FREE CONVERSION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NTS WILL CREATE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONVERSION.

9) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

Confidential Information does not include information that, at the time of disclosure, is:

- a) In the public domain;
- b) known to the receiving Party at the time of disclosure;
- c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or
- d) independently developed by the receiving Party.

The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required.

On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information

or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10) Fees and Payment.

Fees. BOARD shall pay NTS the fees ("**Fees**") set forth in **Exhibit A** without offset or deduction. BOARD shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If BOARD fails to make any payment when due, in addition to all other remedies that may be available:

- a) NTS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly;
- b) BOARD shall reimburse NTS for all reasonable costs incurred by NTS in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- c) if such failure continues for 30 days following written notice thereof, NTS may until all past due amounts; and interest thereon have been paid, without incurring any obligation or liability to BOARD or any other person by reason of such prohibition of access to the Software.

11) Intellectual Property Ownership

- a) BOARD acknowledges that NTS owns all rights, title, and interest, including all intellectual property rights, in and to the Software and Documentation and that, with respect to Third-Party Products, the applicable third-party owns all rights, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- b) If BOARD or any of its employees or contractors sends or transmits any communications or materials to NTS by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), NTS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. BOARD hereby assigns to NTS on BOARD's behalf, and on behalf of its employees, contractors, and/or agents, all rights, title, and interest in, and NTS is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although NTS is not required to use any Feedback.

12) Limited Warranties and Warranty Disclaimer.

NTS warrants that:

- a) The Software will perform materially as described in the specifications available in the most up-to-date Documentation for the Term; and
- b) At the time of delivery, the Software does not contain any virus or other malicious code that would make it inoperable or incapable of being used in accordance with the Documentation.

THE FOREGOING WARRANTIES DO NOT APPLY TO, AND NTS STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY PRODUCTS.

- a) The warranties set forth in Section 12(a) do not apply and become null and void if BOARD breaches any provision of this Agreement, or if BOARD, any Authorized User, or any other person provided access to the Software by BOARD, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by NTS in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by NTS in writing.
- b) If, during the period specified in Section 12(a), any Software fails to comply with the warranty in Section 12(a), and such failure is not excluded from warranty pursuant to Section 12(b), NTS shall, subject to

BOARD's promptly notifying NTS in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that BOARD provides NTS with all information NTS requests to resolve the reported failure, including sufficient information to enable the NTS to recreate such failure; or (ii) refund the Fees paid for such Software, subject to BOARD's ceasing all use of and, if requested by NTS, returning to NTS all copies of the Software. If NTS repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from BOARD's receipt of the repair or replacement. The remedies set forth in this Section 12(b) are BOARD's sole remedies and NTS's sole liability with respect to a breach of the limited warranty set forth in Section 12(a).

- c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND NTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NTS MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET BOARD'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

13) **Indemnification.**

a) **NTS Indemnification.**

NTS shall indemnify, defend, and hold harmless BOARD from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by BOARD resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that BOARD promptly notifies NTS in writing of the claim, cooperates with NTS, and allows NTS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, BOARD agrees to permit NTS, at NTS's sole discretion, to:

- a) Modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing; or
- b) Obtain the right for BOARD to continue use. If NTS determines that none of these alternatives is reasonably available, NTS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to BOARD.

This Section 13 (a) will not apply to the extent that the alleged infringement arises from:

1. Use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
2. modifications to the Software not made by NTS;
3. use of any version other than the most current version of the Software or Documentation delivered to BOARD; or
4. Third-Party Products.

b) **BOARD Indemnification.** BOARD shall indemnify, hold harmless, and, at NTS's option, defend NTS from and against any Losses resulting from any Third-Party Claim based on BOARD's or any Authorized User's:

- a) negligence or willful misconduct;
- b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement;
- c) use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
- d) modifications to the Software not made by NTS;
- e) use of any version other than the most current version of the Software or Documentation delivered to BOARD provided that BOARD may not settle any Third-Party Claim against NTS unless such settlement completely and forever releases NTS from all liability with respect to such Third-Party Claim or unless NTS

consents to such settlement, and further provided that NTS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

14) Limitation of Liability. IN NO EVENT WILL NTS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, FOR ANY:

- a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;
- b) LOSS OF GOODWILL OR REPUTATION;
- c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY;
- d) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE, REGARDLESS OF WHETHER NTS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL NTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE EXCEED THE FEE FOR ONE CALENDAR YEAR PAID BY BOARD TO NTS.

15) Term and Termination.

- a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until 12/31/26 (the "**Term**").
- b) Termination. In addition to any other express termination right set forth in this Agreement:
 - a) NTS may terminate this Agreement, effective on written notice to BOARD, if BOARD;
 - 1. fails to pay any amount when due hereunder, and such failure continues more than 60 days after NTS's delivery of written notice thereof; or
 - 2. breaches any of its obligations under Section 2(b) or Section 9;
 - b) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach:
 - 1. Is incapable of cure; or
 - 2. being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
 - c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party:
 - 1. Becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - 2. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - 3. makes or seeks to make a general assignment for the benefit of its creditors; or
 - 4. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business
- c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting BOARD's obligations under Section 9, BOARD shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the NTS that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect BOARD's obligation to pay all Fees that may have become due before such expiration or termination or entitle BOARD to any refund.
- d) Survival. This Section 16(d) and Sections 1, 9, 10, 11, 12(c), 13, 15, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

16) **Miscellaneous**

- a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs:
 - 1. first, this Agreement, excluding its Exhibits;
 - 2. second, the Exhibits to this Agreement as of the Effective Date; and
 - 3. third, any other documents incorporated herein by reference
- b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only:
 - 1. upon receipt by the receiving Party, and
 - 2. if the Party giving the Notice has complied with the requirements of this Section
- c) **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, except for any obligations to make payments, if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- d) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving except as otherwise set forth in this Agreement. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- e) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- f) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Niagara Falls and County of Niagara. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- g) **Export Regulation.** The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. BOARD shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.
- h) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of BOARD, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the

event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

NTS DATA SERVICES, LLC

ALBANY COUNTY
BOARD OF ELECTIONS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Software and Services

Albany County Board of Elections

1. **NTS SOFTWARE**

Upon execution of this Agreement and receipt of the initial annual payment, NTS will install and grant a one-year license to operate APEX, PACETS, Voter Information Center (VIC), Street Maintenance, and IMS software ("Software") at BOARD. For each succeeding year of a multi-year term agreement, a subsequent one-year license will be granted upon receipt by NTS of the respective annual payment.

2. **TRAINING AND SUPPORT**

NTS shall provide on-site or remote training to assist BOARD's staff with any issues arising in BOARD's utilization of the Software. Any and all remote training shall be provided by NTS to BOARD at no cost in addition to the Fee. Any and all on-site training shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS Hotline Support shall be provided between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. NTS Hotline Support shall include general Software application questions/issues, election operation issues, and any other areas relating to NTS support of BOARD. Hotline support shall not exceed six (6) hours in any one month. Hotline support over and above the monthly maximum shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS shall provide support on election day starting at 5:00 a.m. until 10:00 p.m. In addition, NTS support staff will be available on call as posted during the election cycle.

3. **FEES**

Pricing for ongoing license and support services for the APEX, PACETS, Voter Information Center (VIC), Street Maintenance and IMS software ("Software") is detailed below.

On January 15, 2026, the BOARD shall make a payment of \$118,537.65 to NTS.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



NTSDA-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2025

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

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

PRODUCER United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228 John J. Long, Jr.		716-632-6118		CONTACT NAME: Sheila Mack	
				PHONE (A/C, No, Ext): 716-632-6118	FAX (A/C, No): 716-631-5045
				E-MAIL ADDRESS: smack@uiai.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Hartford Underwriters	
				INSURER B: Hartford Casualty Ins.	
				INSURER C: At-Bay Insurance Services Inc	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED NTS Data Services LLC 2079 Sawyer Dr Niagara Falls, NY 14304-2962	NAIC # 30104 29424
---	---------------------------------

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	01SBABU7MDS	08/14/2025	08/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			01SBABU7MDS	08/14/2025	08/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			01SBABU7MDS	08/14/2025	08/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01WBCLX1137	08/14/2025	08/14/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Prof/E&O Claims Made			AB6708897	08/14/2025	03/14/2026	Agg Limit \$ 5,000,000 Retention \$ 25,000

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

Certificate holder is included as Additional Insured under the General Liability if required by written contract. Waiver of Subrogation applies under the General Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

ALBANYT Albany County Board of Elections 260 S. Pearl St Albany, NY 12202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Edward C. Halling</i>
---	---

Contract #: 2025-1365

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Parks and Recreation A7410

Date Submitted: 09/29/2025

Contact Person: [Bakary Janneh]

Contact Phone: 518-655-7948

Vendor Info: New York State Industries for the Disabled, Inc.

Estimated Amount: 129,790.76

Scope of Services: Janitorial Cleaning at St. Rose

Budget Line Item: A97410-44046-10000

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard



Request for Price Concurrence

Date Sent: September 23, 2025 (updated to include weekends)

Contracting Agency: Albany County Parks and Recreation Dep.

Customer Contact: Allie Robert

Job Title: Deputy Commissioner

Street Address: 390 New Salam Road

City, State Zip: Voorhesville, NY 12186

Phone: 518-655-7947

Fax# _____

E- Mail: Alexandra.Robert@albanycountyny.gov

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Second Chance Opportunities

Corporate Partner: n/a

Service: Janitorial

Location: 420 Western Ave., Albany, NY 12203

Proposed Price: \$129,790.76 Annually, \$10,815.90 Monthly

Proposed Term: One year from contract approval, with two, one-year options to renew.

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.

All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

SOW- General janitorial services including cleaning of office spaces, bathrooms, and common areas such as hallways, entry ways, main lounge, conference rooms, multipurpose room, gymnasium, locker rooms, etc. within the Events & Athletic Center. Restock toiletry dispensers as needed. Notify Parks & Rec if cleaning supplies need to be restocked. (as per Form 1 rec'd 7/25/25); includes Day Porter from 9am-5pm, and 2nd Cleaner from 5pm-9pm, also weekend coverage, 4 hours/day (Sat., Sun.)

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Ethan Durham
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: edurham@nysid.org
Phone: 518-694-0255
Ext.: 255
Fax:

NYSID Account Representative

Authorized Signature: _____

Printed Name: _____

Job Title: _____

Date: _____





ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Bakary Janneh, Commissioner
Alexandra M. Robert, Deputy Commissioner

Memorandum

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

FROM: Bakary Janneh, Commissioner

RE: Contract Request for Janitorial Services at Events & Athletic Center at Former Saint Rose Campus

DATE: September 29, 2025

Dear Mr. McCoy, Ms. Cunningham and Mr. Hidley,

The Department of Parks & Recreation respectfully request authorization for Albany County to enter into a contractual agreement with New York State Industries for the Disabled, Inc. for Janitorial Services at the Events & Athletic Center at Former Saint Rose Campus, 420 Western Ave, Albany, NY 12203. The requested contract term is December 1, 2025 – November 30, 2026 in the amount of \$129,790.76.

Second Chance Opportunities will provide general janitorial services including cleaning of office spaces, bathrooms and common areas such as hallways, entry ways, main lounge, conference rooms, multipurpose room, gymnasium, locker rooms, etc. within the Events & Athletic Center. This includes one Day Porter from 9am-5pm Monday-Friday and a part-time cleaner from 5:00pm-9:00pm Monday-Sunday.

Please call at 518-655-7948 if you have any questions.





ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Bakary Jannah, Commissioner
Alexandra M. Robert, Deputy Commissioner



Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1411

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Administration D5010

Date Submitted: 10/02/0025

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Tiger Mowers, LLC

Estimated Amount: 179127

Scope of Services: Purchase of a Tractor Boom Mower

Budget Line Item: D95112.22080

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



DANIEL P. McCOY

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

Department of Public Works
449 New Road

(518) 765-2055 - FAX (518) 447-7047
gov

LISA M. RAMUNDO
Commissioner

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: October 6, 2025

Re: Purchase of Tractor Boom Mower
CAB2025-1411
RFB#2025-145

The Albany County Department of Public Works respectfully requests approval to purchase (1) Tractor Boom Mower from Tiger Mowers, LLC for the total amount of \$179,127.00.

The Albany County Purchasing Agent received one (1) bid for RFB#2025-145. Tiger Mowers, LLC was the sole bidder. The Department will utilize funds from NYS CHIPS (Consolidated Local Street and Highway Improvement Program) to finance this purchase.

The tractor boom mower is used to reach and cut vegetation in hard-to-access areas that a standard tractor cannot reach, such as steep slopes, ditches, behind guardrails, and around ponds and fences. These mowers can handle tasks like cutting tall grass, heavy brush, hedges, and overhanging tree limbs, making them ideal for roadside maintenance, right-of-way management, and clearing challenging terrain.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Scott Duncan, Deputy Commissioner

DATE: October 2, 2025

RE: Purchase of a TRACTOR BOOM MOWER

Public Works would like to recommend the purchase of one (1) TRACTOR BOOM MOWER from Tiger for the total amount of \$179,127.00. Albany County Purchasing Agent received one (1) bid for RFB#2025-145. Tiger Mowers, LLC was the sole bidder.

The tractor boom mower is used to reach and cut vegetation in hard-to-access areas that a standard tractor cannot reach, such as steep slopes, ditches, behind guardrails, and around ponds and fences. These mowers can handle tasks like cutting tall grass, heavy brush, hedges, and overhanging tree limbs, making them ideal for roadside maintenance, right-of-way management, and clearing challenging terrain.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
Deputy Commissioner

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: October 06, 2025

RE: RFB#2025-145 Purchase of a TRACTOR BOOM MOWER

I am in receipt of your recommendation to award the aforementioned to Tiger Mowers, LLC in the amount of \$179,127.00.

As Tiger Mowers, LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES
PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Rosa Tirino
Public Works

FROM: Tina King
Purchasing

DATE: October 2, 2025

RE: Request for Bids # 2025-145
Purchase of Tractor Boom Mower

Enclosed please find the tabulation of bids received for your RFB #2025-145, Purchase of Tractor Boom Mower. One (1) was received from Tiger Mowers. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Tractor Boom Mower
Bid Number: 2025-145

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

Date
9/30/25
9/30/25

Number
2025-145
Addendum # 1

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

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

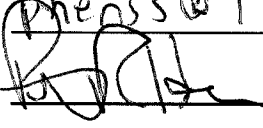
4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Tiger Mowers, LLC
3301 North Louise Ave
Sioux Falls, SD 57107
Phone: (605) 254-7880 Fax: (800) 716-7620
E-mail: phenss@tiger-mowers.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Tractor Boom Mower
Bid Number: 2025-145

Quantity 1 - John Deere 6105E Tractor Boom Mower \$ ^{\$} 179,127.00

COMPANY: Tiger Mowers, LLC
ADDRESS: 3301 North Louise Ave.
CITY, STATE, ZIP: Sioux Falls, SD 57107
TEL. NO.: (605) 254-7880
FAX NO.: (800) 716-7420
FEDERAL TAX ID NO.: 88-0329653
REPRESENTATIVE: Peter Henss
E-MAIL: phenss@tiger-mowers.com
SIGNATURE AND TITLE:  Territory Manager
DATE 9/30/25

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.

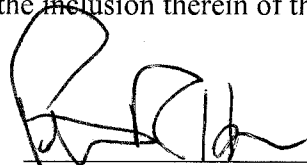
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Territory Manager

Title

Tiger Mowers, LLC

Company Name

9/30/25

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

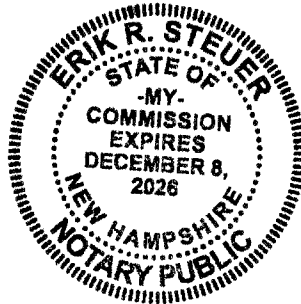
Qualified in _____

Commission Expires _____

If Corporation:

X
STATE OF SD New Hampshire)
COUNTY OF Belknap) SS.:

On this 30th day of September, 2025, before me personally appeared Peter Henss to me known, who, being by me sworn, did say that he resides at (give address) 3301 No. Louise Ave Sioux Falls, SD that he is the (give title) Territory Manager of the (name of corporation) Tiger Mowers, LLC, 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.



Erik Steuer
Notary Public, State of New Hampshire

Qualified in Belknap

Commission Expires 12/8/2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Tiger Mowers, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 88-0329653 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) tiger-mowers.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3301 N. Louise Ave. Sioux Falls, SD 57107		7. TELEPHONE NUMBER (800) 843-6845	8. FAX NUMBER (800) 716-7620
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Peter Henss Title Territory Manager Telephone Number (605) 254-7880 Fax Number (800) 716-7620 e-mail phenss@tiger-mowers.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

FEIN

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 Tiger Mowers, LLC

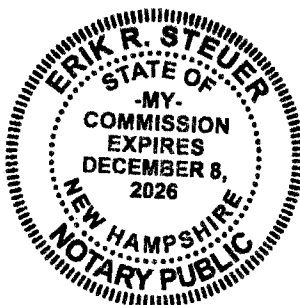
Address 3301 N. Louise Ave
City, State, Zip Sioux Falls, SD 57107

Signature of Owner _____

Printed Name of Signatory

Title

Sworn before me this 30th day of September, 2025;
[Signature]
 Notary Public



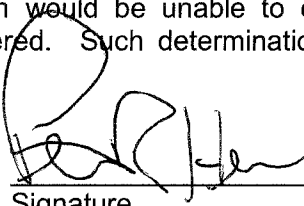
Printed Name _____

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

Territory Manager

Title

Tiger Mowers, LLC

Company Name

9/30/25

Date

COUNTY OF ALBANY

PURCHASE OF TRACTOR BOOM MOWER

RFB 2025-145

ADDENDUM # 1

September 23, 2025

The following Addendum No. 1 consisting of three (3) pages (including this cover page) is hereby issued on the 23 day of September 2025, in connection with the Request for Bids 2025-145 as requested by the Department of Public Works.

COUNTY OF ALBANY
PURCHASE OF TRACTOR BOOM MOWER

RFB 2025-145

ADDENDUM # 1

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

ITEM #1: Items were listed in the specifications in error on the original bid? The corrected specification are on page 3 of this addendum.

End of Addendum # 1

**County of Albany
Request for Bids 2025-145
Purchase of Tractor Boom Mower**

Revised Detailed Specifications

General

It is the intent of these specifications to describe the County's requirements for the Department of Public Works purchase of a Tractor Boom Mower.

Bidding shall be on brands specified, or equal. Manufacturer and model numbers are provided to establish the level of quality and functionality required by the County. Bids for equivalent items will be considered; bidder shall provide manufacturer's descriptive literature to support claims of equivalency.

Tractor Boom Mower

- John Deere 6105E, cab, 4WD, 24 x 12 Power Reverser Transmission
- Mid-mount Side Shift Mower
- ARFL-75SD, 75" Flail Head with Standard Cut Knives
- JSTK, Joystick, Electro-hydraulic and Valve Kit with EFS (Easy Float System)
- Factory mounting, Installation of complete boom mower system
- 06744055, Knife Kit, 75" Flail (knives, bolts, nuts, clevis) STANDARD CUT
- Roof Beacon
- Radio, AM/FM Stereo,
- Prep, delivery, installation
- Freight to Dealer

Purchase Quantity and Terms

The bid form indicates anticipated quantities which will be ordered upon award of the bid. Actual purchase quantities may vary based upon availability of funds.

Bid pricing shall be F.O. B. destination with no additional freight or delivery charges to the County.

COUNTY OF ALBANY

REQUEST FOR BIDS DEPARTMENT OF PUBLIC WORKS



RFB #2025-145

PURCHASE OF TRACTOR BOOM MOWER

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Purchase of Tractor Boom Mower RFB NUMBER: 2025-145

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 820
Albany, NY 12207

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

Company Name: TigerMowers, LLC
Address: 3301 North Louise Ave.
City: Sioux Falls State: SD Zip Code: 57107
Contact Person: Peter Henss
Title: Territory Manager
Phone Number: (605) 254-7880 Fax Number: (800) 716-7620 E-Mail: phenss@tiger-mowers.com

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

☐ Yes / ☒ No

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

Fax Number: (800) 716-7620 E-Mail: phenss@Tiger-mowers.com

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-BIDDER RESPONSE

RFB #2025-145

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2025-145

Sealed Bids for Purchase of Tractor Boom Mower as requested by Department of Public Works will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, October 2, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, September 18, 2025**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
September 15, 2025

PUBLISH ONE DAY – September 18, 2025 -- THE EVANGELIST
PUBLISH ONE DAY – September 18, 2025 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **PURCHASE OF TRACTOR BOOM MOWER**
- 1.2 Requesting Department: **DEPARTMENT OF PUBLIC WORKS**
- 1.3 Bid Number: **2025-145**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **PURCHASE OF TRACTOR BOOM MOWER** as requested by **DEPARTMENT OF PUBLIC WORKS**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, OCTOBER 2, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT IN USE

SECTION 9: DISQUALIFICATION

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

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

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

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

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

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

SECTION 10: NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

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

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

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

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

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

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without

limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

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

SECTION 25: MACBRIDE PRINCIPLES

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

comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

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

SECTION 26: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

discriminate against such individual in compensation or in terms, conditions or privileges of employment.

SECTION 30: NOT IN USE

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: NOT IN USE

SECTION 35: NOT IN USE

County of Albany
Request for Bids 2025-145
Purchase of Tractor Boom Mower

Detailed Specifications

General

It is the intent of these specifications to describe the County's requirements for the Department of Public Works purchase of a Tractor Boom Mower.

Bidding shall be on brands specified, or equal. Manufacturer and model numbers are provided to establish the level of quality and functionality required by the County. Bids for equivalent items will be considered; bidder shall provide manufacturer's descriptive literature to support claims of equivalency.

Tractor Boom Mower

- John Deere 6105E, cab, 4WD, 24 x 12 Power Reverser Transmission
- Mid-mount Side Shift Mower
- Base Unit Includes: Mower Hydraulic Drive System, Travel Safety Lock, Stow System, Mower, On/Off Switch box, Operator Safety Screen/Poly, 500 lb. Wheel Weight, 3OS Stow System
- 3OS-BB-EXT, 3OS Boomrest Extension Bracket
- ARRT-60B, 60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door
- ARRT-60D, 60" Rotary Head with Disk/Grass Knives & Hydraulic Door
- ARFL-75SD, 75" Flail Head with Standard Cut Knives
- ARFL-75SDG, 75" Flail Head with Smooth Cut Knives
- JSTK, Joystick, Electro-hydraulic and Valve Kit with EFS (Easy Float System)
- Factory mounting, Installation of complete boom mower system
- Field mounting, Installation of complete boom mower system
- Wheel Weight - up charge 500 to 1300 lbs. of counter balance
- Hydraulic Actuator in lieu of standard swivel - Verify tractor model
- AXSTAB HYD, Cylinder Axle Stabilizer Kit - Verify tractor model
- AXSTAB TIMBREN, Timbren Axle Stabilizer Kit - Verify Tractor Model
- P GUARD, Pump Guard
- P/G GUARD, Pump/Grille Guard
- 06200670, 60" Blade Bar Kit (bar, knives, bolts, nuts) **BRUSH**
- 06744040, 60" Rotary Blade Bar Parts Kit (knives, bolts, nuts, filter, grease) **BRUSH**
- 06744001, 60" Rotary Disk Parts Kit (knives, bolts, nuts, filter, grease) **GRASS**
- BPS-WLDK, Electronic Boom Positioning System
- 06744055, Knife Kit, 75" Flail (knives, bolts, nuts, clevis) **STANDARD CUT**
- 06744056, Knife Kit, 75" Flail (knives, bolts, nuts, clevis) **SMOOTH CUT**

- Flail, Rear Mount 90", STANDARD CUT - **PTO Driven & Hyd Side Shift**
- Flail, Rear Mount 90", SMOOTH CUT - **PTO Driven & Hyd Side Shift**
- Flail, Rear Mount 96", STANDARD CUT - **PTO Driven & Hyd Side Shift**
- Flail, Rear Mount 96", SMOOTH CUT - **PTO Driven & Hyd Side Shift**
- **Flail Includes: Cutter Head, Cat II Offset 3 Point Hitch Mounting, 540 RPM PTO Drive Sys, Front & Rear Guards**
- Roof Beacon
- Radio, AM/FM Stereo,
- Prep, delivery, installation
- Freight to Dealer

Purchase Quantity and Terms

The bid form indicates anticipated quantities which will be ordered upon award of the bid. Actual purchase quantities may vary based upon availability of funds.

Bid pricing shall be F.O. B. destination with no additional freight or delivery charges to the County.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1389

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Water Purification District G8130

Date Submitted: 10/01/2025

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: Capital Safety Services, Inc.

Estimated Amount: 55000.00

Scope of Services: Capital Safety Services, Inc. Renewal

Budget Line Item: G98130-44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. Mc COY
COUNTY EXECUTIVE

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

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

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 3, 2025

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

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

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

Re: Contract Renewal – Contract 2646 of 2024
Capital Safety Services, Inc. - Safety Consultant Services

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the first of two one (1) year renewals for the above referenced contract to Capital Safety Services, Inc. for a total of \$55,000 per year for safety consultant services and employee safety trainings. The contract term is for one (1) year, set to run from January 1, 2026 through December 31, 2026.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44046

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

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enclosures: Copy of original contract
Vendor Renewal Confirmation
Copy of renewal contract

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

RENEWAL/EXTENSION AGREEMENT

Contract No. 2025-1389

THIS EXTENSION AGREEMENT (this "Extension Agreement") is made by and between the COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 ("COUNTY"), and CAPITAL SAFETY SERVICES, INC., with a principal office located at 260 Osborne Road Loudonville, NY 12211 ("VENDOR").

WHEREAS, on the 13th day of February, 2025, the COUNTY entered into an agreement pursuant to Contract Number 2024-2646 ("Agreement") with the VENDOR for Safety Consultant Services and Employment Safety Training, providing for an initial term of one year; and

WHEREAS, the COUNTY and the VENDOR desire to extend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement is extended for the period commencing January 1, 2026, and terminating on December 31, 2026.
2. The VENDOR shall provide and furnish updated insurance certificates to cover the extension period.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
4. This Extension Agreement shall not be enforceable until signed by all parties and approved by the COUNTY.

IN WITNESS WHEREOF, the COUNTY and VENDOR have executed this Extension Agreement.

DIGITAL SIGNATURE PAGE

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #820
ALBANY, NY 12207

RE: RFP #2024-070
SAFETY CONSULTANT

1st of 2 one-year renewal options

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW RFP #2024-070 AND WILL HOLD
AWARDED BID PRICES THROUGH December 25, 2026

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: CAPITAL SAFETY SERVICES, INC.
REPRESENTATIVE: ROBERT GILCHRIST
TELEPHONE # 518-427-8405
FAX #: NA
SIGNATURE: 

PLEASE RETURN THIS FORM BY EMAIL OR FAX
TO Conner Mahon @ 518-447-7149 conner.mahon@albanycountyny.gov

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CAPITAL SAFETY SERVICES, INC.
FOR SAFETY CONSULTANT SERVICES AND EMPLOYEE SAFETY TRAINING
THE ALBANY COUNTY WATER PURIFICATION DISTRICT

CONTRACT NO. 2024-2646

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany New York 12207 (hereinafter, the "County"), and Capital Safety Services, Inc., a New York corporation, with a principal place of business at 260 Osborne Road, Loudonville, New York 12211 (hereinafter the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District (hereinafter, the "ACWPD") requires safety consultant services and employee safety training to help ensure it remains compliant with all federal, state, and local laws, rules, codes, regulations and standards; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Proposal for a Consultant for a safety consultant to provide the aforesaid consultant services and employee training, said request having been designated RFP #2024-070, issued on October 2, 2024 and published on October 10, 2024 (hereinafter, the "RFP"); and,

WHEREAS, the Purchasing Division has issued an addendum to the RFP on October 18, 2024 (hereinafter, the "Addendum"); and

WHEREAS, the Consultant has submitted a Proposal on October 24, 2024 to provide the aforesaid consultant services and employee training (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal to provide the aforesaid services;

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the Addendum, which is incorporated by reference and made a part hereof; the RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (hereinafter, collectively, "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to

resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 Consistent with the Addendum, the Consultant shall provide the safety consultant services and employee safety training described in the RFP at SECTION 4: SCOPE OF SERVICES on page RFP-3, and as requested by ACWPD (hereinafter, the "services"), and shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP while providing the services. The services include, but are not limited to, the following:

2.1.1 Safety Consultant services:

- a. Develop and conduct training programs for management and union personnel in compliance with OSHA/PESH regulations;
- b. Conduct process risk assessments and task safety analyses;
- c. Analyze safety trends, assist in development of safety key performance indicators;
- d. Review incident reports and conduct post incident investigations and debriefings;
- e. Assist in development and approve all project and task safety and health plans;
- f. Conduct walk thru of facilities, observing conditions and work practices – work to modify unsafe work practices and improve house-keeping;
- g. Conduct audits and inspections of active work sites to assure work is in accordance with the job site specific health and safety plan; and
- h. Perform related work as needed.

2.1.2 Provide qualified technical and professional staff to create and deliver high quality training programs compliant with OSHA standards for some or all of the topics listed herein. The Consultant shall prepare and execute in-person training sessions with qualified staff on the target date, and provide attendance records to the ACWPD in an organized and timely manner. Trainers shall have extensive real-world experience and expert knowledge regarding these topics.

- a. Confined Space Entry and Fall Protection;
- b. Hazardous Communication; and
- c. Electrical Safety/Lockout Tagout.

2.1.3 Critically evaluate the identified hazards and propose control options in an organized and timely manner. The Consultant shall write out detailed guidelines, identify hazards based on site inspections, and generate work procedures, meeting the main objective of addressing confined space entry safety and evaluating onsite safety hazards. The Contractor may also be tasked with generating/updating other guidelines or work procedures, and conducting related safety inspections/audits.

2.2 In addition to the services described in Paragraph 2.1 above, the Consultant shall provide the services described in the Proposal, as delineated in Proposed Fees on pages 7 and 8, and shall provide them in a manner consistent with the requirements, provisions, terms and conditions, etc.

contained in the RFP and the Addendum.

2.3 The Consultant shall not perform any services beyond those described in Paragraphs 2.1 and 2.2 (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the ACWPD.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred while providing the Scope of Services, and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form(s), plus all supporting documentation, to ACWPD. Upon review and approval of the claim form(s), payment(s) shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on execution of the Agreement by the parties, and shall continue in effect through December 25, 2025. Upon mutual consent of the parties, the Agreement may be renewed for up to two (2) one-year terms, said renewal terms to run consecutively.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of any of its provisions.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct damages caused by such breach, including, but not limited to, all reasonable sums expended by

the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own reasonable costs incurred in procuring a substitute consultant.

6.3 In the event the County terminates this Agreement pursuant to the terms of this section, the County shall be paid for all Scope of Services rendered up to the termination date.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

hereof.

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

Not applicable to this Agreement.

ARTICLE 26. GREEN INFRASTRUCTURE POLICY

Not applicable to this Agreement.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures contained/described in the RFP.

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

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

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

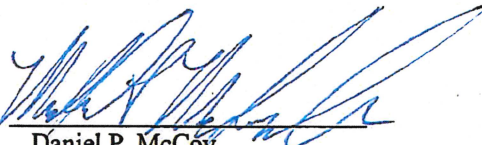
27.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

COUNTY OF ALBANY

DATED: 2/13/25

BY:



Daniel P. McCoy
County Executive

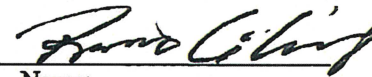
or

Michael P. McLaughlin
Deputy County Executive

CAPITAL SAFETY SERVICES, INC.

DATED: Feb, 4 2025

BY:



Name:

PRESIDENT

Title:

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this 13 day of February, 2025, before me personally came Michael P. McLaughlin, me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.



[Signature]

ALEXANDER HUNTER TOWNSEND Notary Public, State of New York

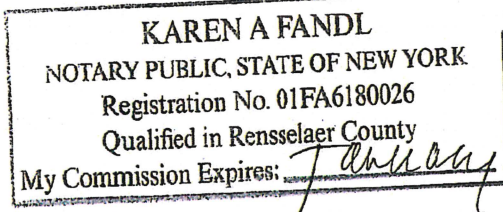
NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 4th day of February, 2025, before me personally came Robert Giribast, to me known and known to me to be the President of Capital Safety Services, and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of Capital Safety Services, as said _____ pursuant to the authority vested in him/her/them.

[Signature]

Notary Public, State of New York



January 7, 2028

**SCHEDULE A
INSURANCE COVERAGE**

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance, with limits of not less than:

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

Contract #: 2025-1390

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted: 09/30/2025

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Stark Tech, Llc

Estimated Amount: 44145.82

Scope of Services: Generator preventive maintenance and emergency services

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

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

DATE: 9/29/2025

SUBJECT: Startk Tech Services, LLC

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with Startk Tech Services, LLC for generator preventive maintenance and emergency services. This includes a two (2) hour load bank test, as needed diagnoses of generator issues and preform any necessary repairs according to the specifications.

The service was solicited through a Request For Bid (RFB), number 2025-119. There were two (2) respondents with Startk Tech Services, LLC being the lowest responsible bidder. The term of this agreement is for five (5) years from October 1st, 2025 through September 30th, 2030. The total do not exceed amount for the term of the contract is \$44,145.82.

We respectfully request approval of this contract.





DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Mark Olsen
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 10, 2025

RE: RFB # 2025-119 Generator Preventive Maintenance and Emergency Services

I am in receipt of your recommendation to award the aforementioned to Startk Tech Services, LLC in the amount of \$44,145.82. The five-year Service agreement is \$19,145.82 with emergency funds of \$5,000 each year.

As Startk Tech Services, LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF 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: Andy Lucarelli
Shaker Place Rehabilitation and Nursing Center

FROM: Tina King
Purchasing

DATE: August 28, 2025

RE: Request for Bids #2025-119
Generator Preventive Maintenance and Emergency Services

Enclosed please find the tabulation of bids received for your RFB #2025-119, Generator Preventive Maintenance and Emergency Services. Two (2) bids were received. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Generator Preventive Maintenance and Emergency Services**
Bid Number: **2025-119**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date *NA*

Number

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- Curt Snyder
-
- 300 Mile Crossing Blvd Rochester NY 14624
-
- Phone: 585-704-0104
-
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

Generator Preventive Maintenance and Emergency Services

Caterpillar Model C32 Generator Set	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance	\$3733.35	\$3733.35	\$3853.35	\$3853.35	\$3972.52
Parts mark up percentage	35%	35%	35%	35%	35%
Emergency fund	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00

The following labor rates shall apply to all on-site work requested to diagnose issues with and/or to repair generators inclusive of all labor, travel, fuel, etc.

HOURLY RATE TYPE	HOURLY RATE
Weekdays, Regular Hours 0800-1700	\$ 185.00
Weekend After Hours	\$ 277.50
Saturday Hours	\$ 277.50
Sunday Hours	\$ 370.00
Holiday Hours	\$ 370.00

COMPANY: Startk Tech Services llc

ADDRESS: 2100 Werhle dr

CITY, STATE, ZIP: Buffalo NY 14150

TEL. NO.: 585-464-6333

FAX NO.: 585-464-6334

FEDERAL TAX ID NO.: 99-4583718

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

REPRESENTATIVE: Curt Snyder

E-MAIL: snyderc@starktech.com

SIGNATURE AND TITLE _____

DATE 08/26/2025

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 24 years

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

1. NYS Office of General Services

1220 Washington Avenue Albany NY 12232

Michael Pranchak (518) 457-5585 michael.pranchak@ogs.ny.gov

2. SUNY Cobleskill

106 Suffolk Circle Cobleskill NY 12043

Bill Rohde (518)605-6335 RohdeWG@cobleskill.edu

3. SUNY Oneonta

108 Ravine Parkway Oneonta NY 13820

Brian Murray (607) 436-2254 brian.murray@oneonta.edu

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

NYS Office of General Services 12 years of Service

SUNY Cobleskill 10 years of service

SUNY Oneonta 10 years of service

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

N/A

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

NA

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

Stark Tech Service llc

Correct Name of Bidder

- (a) The business is a: llc

- (b) The address of principal place of business is: 2100 Werhle dr Buffalo NY 14150

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

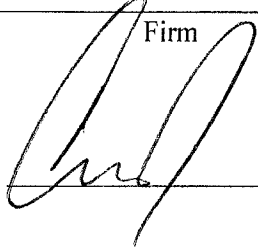
NA

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Dated: 08/26/2025

Startk Tech Service llc

Firm
By 

Curt Snyder

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Stark Tech Service llc

By: _____
(Signature)

Curt Snyder

(Typed)

Title: Project Coordinator II

Date: 08/26/2025

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.

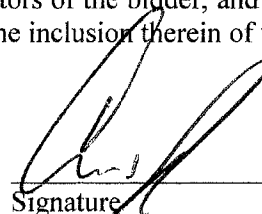
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Project Coordinator II

Title

08/26/2025

Date

Stark Tech Service llc

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

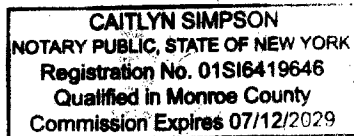
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 27th day of August, 20025, before me personally appeared Curt Snyder to me known, who, being by me sworn, did say that he resides at (give address) 69 Friar Dr; that he is the (give title) Project Coordinator II of the (name of corporation) Stark Tech Service llc, 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.



Caitlyn Simpson
Notary Public, State of New York

Qualified in Monroe

Commission Expires 08/27/25

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Stark Tech Services LLC		3. IDENTIFICATION NUMBERS a) FEIN # 99-4583718 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Erie County		5. WEBSITE ADDRESS (if applicable) starktech.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2100 Werhle dr Williamsville NY 14221		7. TELEPHONE NUMBER 716-693-4490	8. FAX NUMBER 585-464-6334
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Curt Snyder Title Project Coordinator II Telephone Number 585-704-0104 Fax Number 585-464-6334 e-mail snyderc@starktech.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☒ Yes ☐ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

Formerly known as Emergency Power Systems LLC

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 99-4583718

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

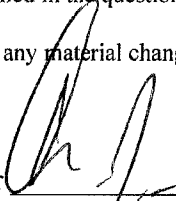
CERTIFICATION:

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 Stark Tech Service llc

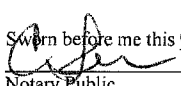
Signature of Owner 

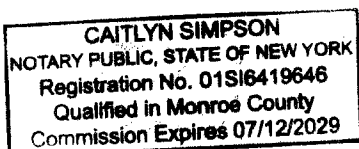
Address 2100 Werhle dr

Printed Name of Signatory Curt Snyder

City, State, Zip Buffalo NY 14150

Title Project Coordinator II

Sworn before me this 27th day of August, 2025

Notary Public




Printed Name

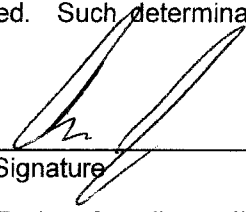
Signature

Date

08/27/25

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_____
Project Coordinator II_____
Title08/26/2025_____
DateStark Tech Service llc_____
Company Name

Contract #: 2025-1161

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Senior Projects Of Ravena Inc

Estimated Amount: 27250.00

Scope of Services: PROVISION OF IN-HOME CONTRACT AND SUPPORT SERVICES

Budget Line Item:

Fiscal Impact:

County: 10.00

State: 0.00

Federal: 90.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a new contract with Senior Projects of Ravena, to provide In-Home Contact Support Services to older adults age 60 years and older residing in Albany County and will provide the following services;

- Shopping Assistance – Shopping on behalf of an older person.
- Friendly Visiting – A scheduled visit to an older person to provide socialization, recreation and the opportunity to observe and report the person's condition and circumstances.
- Telephone Reassurance – Regularly schedule telephone contact with an older adult with follow-up as necessary and appropriate.

Home bound or isolated seniors will receive supportive contacts through the friendly home visitor program, assistance in obtaining daily necessities, including food and medicine, through the shopping assistance program, and telephone assurance counseling. These contacts with homebound and isolated individuals also provide opportunities to observe their circumstances and follow up on their well-being.

Request for Proposal No. 2025-113 issued on July 10, 2025 requesting providers submit a proposal regarding In Home Contact and Support Services. There was a response to the RFP from three (3) providers. The three (3) were evaluated and rated by the department scoring committee using the following criteria:

1. Completeness and clarity of Proposal 30%
2. Implementation plan for outreach 20%
3. Implementation plan for serving the targeted individuals 10%
4. Plan for recruiting, screening, training, and maintaining staff and volunteers 20%
5. Professional Qualifications and demonstrated capabilities to successfully implement the program 10%
6. Proposed price 10%

After reviewing the proposals and rating scores the In Home Contact and Support Service proposals were awarded as follows;

- Senior Projects of Ravena; Awarded - \$27,250.00

- Community Caregivers; Awarded - \$17,804.00
- Jewish Family Services; Awarded - \$17,675.00

Total – \$62,729.00

Respectfully Submitted,



Deborah C. Riitano
Commissioner

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

SECTION 4: SCOPE OF SERVICES

4.1 The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA and Standard Assurances (EXHIBIT "A").

The Proposer shall recruit, coordinate and train volunteers in clients' rights and working with the older adults to provide in-home contact and support services for isolated and homebound older adults aged 60 or older residing in Albany County. The Proposer shall screen clients for eligibility using the Registration Form, (EXHIBIT "B"). In-Home Contact and Support Services shall include:

- a) Shopping Assistance: Shopping on behalf of an older person.
- b) Friendly Visiting: A scheduled visit to an older person to provide socialization, recreation, and the opportunity to observe and report the client's condition and circumstances.
- c) Telephone assurance counseling: (including automated systems)-Regularly scheduled telephone contact with an older person with follow-up as necessary and appropriate.
- d) Supervision – Services provided in the home to monitor, guide and oversee the older person's actions and activities.
- e) Other Services – Provided in the home to support the person including house cleaning, laundry services, bill paying/other essential errands, items provided on loan such as assistive devices

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

In providing services, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adult residents of Albany County, the Proposer shall:

- (a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "D")

- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
- Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;

Program Reporting and Claim Forms shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a.) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed. No claims for payment will be paid in the absence of satisfactory monthly reports
- c) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Client Survey (EXHIBIT "E") shall be distributed after receipt of a one-time service or quarterly. Survey results shall be tabulated on the outcome and performance target report forms (EXHIBIT "F") and sent in with the monthly claim form.

All program facilities of the successful Proposer(s) are to be open to Federal, State, and ACDFA personnel for the purposes of observation and monitoring program operations.

All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract, program and fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make

expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the successful Proposer. Any defects or faults found are to be corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.

Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.

All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "G")

a.) Confidentiality Policy: The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services- Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "H").

The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services, (EXHIBIT "I").

a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.

b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

The Proposer shall not use any funds allocated under this Agreement for profit making activities.

The Proposer shall give recognition to the Administration for Community Living, New York State Office for Aging and the Albany County Department for Aging in any promotional materials or media use.

RFP #2025-113: IN HOME CONTACT AND SUPPORT SERVICES

Proposal Rating Worksheet

Proposer: Jewish Family Services of NENY

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Completeness and clarity of Proposal	4	1.2	4	1.2	5	1.5	4	1.2
Implementation plan for outreach	4	0.8	3	0.6	4	0.8	4	0.8
Implementation plan for serving the targeted individuals	4	0.4	3	0.3	3	0.3	4	0.4
Plan for recruiting, screening, training, and maintaining staff and volunteers	3.5	0.7	3	0.6	4	0.8	3	0.6
Professional Qualifications and demonstrated capabilities to successfully implement the program	4	0.4	4	0.4	4	0.4	4	0.4
Proposed price	4	0.4	3	0.3	4	0.4	3	0.3
TOTALS:		3.9		3.4		4.1		3.7

RFP #2025-113: IN HOME CONTACT AND SUPPORT SERVICES

Proposal Rating Worksheet

Proposer: Senior Project Ravenna Inc

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
30%	3.5	1.05	5	1.5	4	1.2	5	1.5
20%	3	0.6	4	0.8	4	0.8	5	1
10%	3	0.3	2	0.2	5	0.5	5	0.5
20%	3	0.6	3	0.6	4	0.8	4	0.8
10%	4	0.4	3	0.3	4	0.4	5	0.5
10%	3.5	0.35	5	0.5	4	0.4	4	0.4
		3.3					4.1	

TOTALS:

Senior Projects of Ravenna - 4.00
 Community Caregivers - 3.94
 Jewish Family Services - 3.80

RFP #2025-113: IN HOME CONTACT AND SUPPORT SERVICES

Proposal Rating Worksheet

Proposer: Community Caregivers Inc

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Completeness and clarity of Proposal	3.5	1.05	4	1.2	4	1.2	5	1.5
Implementation plan for outreach	3.5	0.7	4	0.8	4	0.8	5	1
Implementation plan for serving the targeted individuals	3.5	0.75	3	0.3	4	0.4	5	0.5
Plan for recruiting, screening, training, and maintaining staff and volunteers	3	0.6	3	0.6	4	0.8	4	0.8
Professional Qualifications and demonstrated capabilities to successfully implement the program	3.5	0.35	3	0.3	4	0.4	5	0.5
Proposed price	3	0.3	5	0.5	4	0.4	4	0.4
TOTALS:		3.75		3.7	4	4		4.7



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: Deborah Riitano, Commissioner,
Department for Aging

FROM: Pamela O Neill
Purchasing Agent

DATE: 08/12/2025

RE: RFP #2025-113

I am in receipt of your recommendation to award the aforementioned to:

Senior Projects of Ravena; Awarded - \$27,250.00

Community Caregivers; Awarded - \$17,804.00

Jewish Family Services; Awarded - \$17,675.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of: Senior Projects of Ravena, Community Caregivers, and Jewish Family Services.

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

Contract #: 2025-1166

Contract Type: standard

Contract Action: renew

Procurement Type:

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Jewish Family Services of Northeaster New York

Estimated Amount: 49875.00

Scope of Services: PROVISION OF HOME DELIVERED MEALS

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests legislative approval to enter into a renewal contract with Jewish Family Services, to provide kosher Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Jewish Family Services shall provide roughly 4000 kosher Home Delivered Meals to older adults within the entire Albany County.

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations Jewish Family Services shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contractor – Jewish Family Services
Contract Amount – \$ 49,875.00
Contract Term – 1/1/2026 – 12/31/2026
Funding Source – 91% - Federal, 9% - County

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

JFS	Vendor 1432	1/1/25-12/31/25		
Contract Amount:	\$49,875.00			
NET	\$ 39,578.84	79.36%		
Balance of Contract	\$10,296.16	20.64%		
	Income	Hot, Frozen & Cold Meals	Total USDA Units	Gross
Units		3,990	3990	
January	\$ 25.00	372	372	\$ 4,650.00
February	\$ 18.54	388	388	\$ 4,850.00
March	\$ 248.00	432	432	\$ 5,400.00
April	\$ 309.62	458	458	\$ 5,725.00
May	\$ 70.00	426	426	\$ 5,325.00
June	\$ -	382	382	\$ 4,775.00
July	\$ 250.00	394	394	\$ 4,925.00
Aug	\$ 100.00	396	396	\$ 4,950.00
Sept			0	\$ -
Oct			0	\$ -
Nov			0	\$ -
Dec			0	\$ -
Total Units	\$ 1,021.16	3248	3248.0	
Total Paid	\$ 2,042.32	\$ 40,600.00	CHECK:	\$ 39,578.84
Unit Balance		742	742	\$ 2,403.52
Subsidy Award		\$ 49,875.00		
Subsidy Rate		\$ 12.50		
				\$10,296.16

Contract #: 2025-1173

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: NY Statewide Senior Action Council

Estimated Amount: 34043.00

Scope of Services: PROVISIONS OF HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with NY Statewide Senior Action Council to provide Health Insurance Information, Counseling and Assistance Program (HIICAP) services to older adults 60 years and older residing in Albany County.

HIICAP offer's outreach, access, education, and assistance to older adults eligible for Medicare and dual eligible Medicare/Medicaid individuals.

Statewide is equipped to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, and Medicare managed care or Medicare Advantage Plans, EPIC enrollment and coordination with Medicare Prescription Drug coverage, long term care insurance and other health insurance. 100% Federal Funded.

Program:	Health Insurance Information, Counseling and Assistance Program (HIICAP)
Provider:	NY Statewide Senior Action Council
Contract Term:	4/1/2025– 3/31/2026
Contract Amount:	\$34,043.00

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

State Wide		
HIICAP (Counseling and Assistance)		
2024-2025	Units	TOTAL Contract (Salary & Fringe)
TOTAL PROGRAM:	12	\$34,160.00
April	1	\$ 2,846.67
May	1	\$ 2,846.67
June	1	\$ 2,846.67
July	1	\$ 2,846.67
August	1	\$ 2,846.67
Sept	1	\$ 2,846.67
Oct	1	\$ 2,846.67
Nov	1	\$ 2,846.67
December	1	\$ 2,846.67
January	1	\$ 2,846.67
February	1	\$ 2,846.67
March	1	\$ 2,846.67
Used to-date	12	34,160.04
Balance	0	-\$0.04
	0%	0%

Contract #: 2025-1220

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Legal Aid Society Neny Inc.

Estimated Amount: 70000.00

Scope of Services: PROVISION OF LEGAL ASSISTANCE SERVICES

Budget Line Item:

Fiscal Impact:

County: 10.00

State: 0.00

Federal: 90.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a new contract with Legal Aid Society of NENY to provide Legal services to older adults age 60 years and older residing in Albany County. The Legal Assistance Program: provides a legal advisor to the older adult population of Albany County, particularly those in greatest economic or social need, low income, minorities and rural elders.

A Request for Proposal No. 2025-116 issued on August 7, 2025 requesting providers submit a proposal regarding Legal services for older adults. Legal Aid Society of NENY was the only proposer of services and met the RFP criteria.

The Legal Aid Society shall provide advice, advocacy, counseling, and representation that ensure priorities and limited resources will provide legal assistance where most needed. Case intake is provided through a combination of monthly on site visits at seven centers throughout the County and daily telephone intake. The Contractor will service an estimated 200+ unduplicated seniors per year and will provide at least three community legal education sessions, reaching at least 75 elders.

The Program provides legal advice and representation on a variety of issues facing elders including; Landlord/Tenant, Bankruptcy/Debt Collection, Wills /Estates, Social Security, and Medicaid.

Contractor: Legal Aid Society of NENY, Inc.
Contract Term: 1/1/2026 – 12/31/2026
Contract Amount: \$70,000.00
Funding Source: 90% Federal, 10% - County

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

SCOPE OF SERVICES:

- 1.1 The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act, and all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, and Standard Assurances and NYSOFA issuances 94.PI.52, 18.PI.21 , 10.TAM.01, 10TAM.02 (EXHIBIT "A").
- 1.2 The Proposer shall provide legal advice, advocacy, counseling and representation for older adults age 60+ within Albany County. The Proposer shall provide legal education and outreach to inform older adults of the legal services. Due to limited resources the Proposer shall prioritize legal services to insure that the most critical needs of the targeted population are met. The target population will be older adults who are low-income, rural, minority, and/or at risk of institutionalization. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12.PI.08, 13.TAM.01, (EXHIBIT "B").
- 1.3 The Proposer assures accessibility of their legal assistance throughout Albany County and shall effectuate a legal assistance On-Site Intake Schedule which will include a summary of number of hours of on-site intake per week with specific emphasis on serving those with the most pressing economic and social needs. Provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney shall be summarized as one 1 unit of service equals one (1) hour, (EXHIBIT "C").
- 1.4 In accordance with the Albany County Department for Aging area service plan, the Successful Proposer will be required to provide status reports including, but not limited to, the services provided and types of services provided as per the priority issues listed in EXHIBIT "C", and the demographic makeup of the clients served. Please provide a sample of a data tracking form which would capture information on services delivered, dates time the service was provided, case type, and demographics of the individual served.
- 1.5 The Proposer shall coordinate its services with the Albany County Department for Aging, the New York State Long-Term Care Ombudsman Program, and various Albany County Senior Centers and the community based sites.
- 1.6 Successful Proposer (s) shall, in consultation with Albany County Department for Aging, develop and maximize the use of other resources to expand the provision of legal assistance to the older adults.
- 1.7 Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adult residents of Albany County, the Proposer shall:
 - (a) Adhere to the guidelines set forth in 9 New State Codes, Rules and Regulations, (NYCRR Title 9), Volume (F), Subtitle Y, Part 6654.5:

- Provide each older adult served, a free and voluntary opportunity to contribute to the cost of the services;
- Protect the privacy of each older adult regarding contributions;
- Establish and observe procedures to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;

(b) Offer participants an opportunity to make a voluntary, confidential contribution toward the services provided by the Proposer. The Department for Aging Handling of Client Contributions in Legal Services (EXHIBIT "D"), The Proposer shall protect contribution anonymity at all times. Suggested contribution rates shall be established by the Department for Aging. No eligible participant may be denied services under this Agreement due to inability or refusal to make a contribution. The Contributions Policy shall be reviewed with older adults at the time of their initial inquiry regarding services available under this Agreement; and

(c) Use all of the contributions received pursuant to subparagraph (b) to expand services of the program. Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.

1.8 All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including AoA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.

1.9 All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Proposer shall ensure that all such agents and

employees are competent, conscientious and law-abiding and that each employee sign a Confidentiality and Disclosure form, (EXHIBIT "E").

- a.) Confidentiality Policy: The Proposer shall have a written policy and procedures for all staff and volunteers that protect the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the Older Americans Act by Federal regulation. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "F").

RECORDS & REPORTING OF DATA

1.1 The Successful Proposer shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a.) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of units of service. The Contractor shall screen clients using the Eligibility Screening Form, (EXHIBIT "G").
- b.) Claim forms (EXHIBIT "H") shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed. No claims for payment will be paid in the absence of satisfactory monthly reports
- c.) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Legal Survey (EXHIBIT "I") shall be mailed to the client annually or after receipt of service. Returned surveys should be tabulated on the Outcomes and Performance Target Reporting form and sent in with the monthly claim form, (EXHIBIT "J").
- d.) Legal Assistance services are required to be submitted in aggregated data summaries to the Albany County Department for Aging on a quarterly bases. Legal Assistance services shall be recorded to track case status, case type, service level, client characteristics and service units for each client, (EXHIBIT "K").

1.2 Complete and proper accounting records shall be maintained by the successful Proposer which shall clearly identify the costs of the services performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any

attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein. The successful proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET – ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O'NEILL
PURCHASING AGENT

MEMORANDUM

TO: Patrick Dillon
Department of Aging

FROM: Conner Mahon
Purchasing Division

DATE: 8/25/2025

RE: RFP #2025-116
LEGAL ASSISTANCE FOR OLDER ADULTS OF ALBANY COUNTY

Enclosed is a copy of the proposal submitted by Legal Aid Society of Northeastern New York, Inc. in response to RFP #2025-116.

Please evaluate the proposal to determine if the requirements of the RFP are met, and forward your comments and/or recommendation for award to Purchasing. As this was the only proposal received, it is not necessary to do a formal scoring evaluation.

If I can provide any additional assistance, please feel free to contact me.

enc.

Contract #: 2025-1149

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Catholic Charities Tri County Services

Estimated Amount: 49140.00

Scope of Services: PROVISION OF III-E CAREGIVER SERVICES

Budget Line Item:

Fiscal Impact:

County: 42.00

State: 0.00

Federal: 58.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____ Daniel P. McCoy Albany County Executive	_____ Bruce A. Hidley Albany County Clerk	_____ Joanne Cunningham, Chairwoman Albany County Legislature
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DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Catholic Charities Senior & Caregiver Support Services to provide caregiver support to older adults 60 years and older and their caregivers residing in Albany County with the following services;

1. Public Information – the Contractor shall address the needs of caregivers and their family and identify potential clients and encourage the use of services and benefits that are available to them.
2. Information and Assistance - the Contractor shall assist the caregiver in defining what their service needs are and how to access the information and service.
3. Assessment – shall be conducted to outline the care plan needed for caregivers.
4. Case management – shall be available to the caregiver as a check in and reassessment. This allows a follow up to see if other services are needed and monitors the situation to see if needs area being met.
5. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. This respite service gives the caregivers essential time to meet their own crucial needs and allows time to rejuvenate and in turn allows them to continue to provide the day to day care their loved ones without risk to their mental or physical health.

Program:	III-E Caregiver Services
Provider:	Catholic Charities Senior & Caregiver Support Services
Contract Term:	1/1/26– 12/31/26
Contract Amount:	\$49,140.00

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

2025 III-E CAREGIVER SERVICES

2025 III-E CAREGIVER SERVICES													
CATHOLIC CHARITY	Vendor #	2030											
Contract Amount:		\$49,140.00											
NET		\$37,580.00	76.48%										
Balance of Contract		\$11,560.00	23.52%										
			4a	4a	4a	8	MDS Compass Assessments	I&A	Case Management	Total Units	Gross	Net	Check No.
Units					300					904			
Jan	\$ -	37.25								70	\$ 4,090.00	\$ 4,090.00	
Feb	\$ -	73.5				1				244	\$ 6,660.00	\$ 6,660.00	
Mar	\$ -	70.75				1	1	4	4	131	\$ 7,615.00	\$ 7,615.00	
Apr	\$ -	62.25			102.75	1	1	6	8	166	\$ 10,460.00	\$ 10,460.00	
May	\$ -	4.25			77		3	8	4	81	\$ 5,350.00	\$ 5,350.00	
June	\$ -				28	3	2	7	6	46	\$ 2,410.00	\$ 2,410.00	
July	\$ -				12		1	5	3	12	\$ 995.00	\$ 995.00	
August	\$ -									0	\$ -	\$ -	
Sept	\$ -									0	\$ -	\$ -	
Oct	\$ -									0	\$ -	\$ -	
Nov	\$ -									0	\$ -	\$ -	
Dec										0	\$ -	\$ -	
Total Units		248		0	329.75	6	8	30	37	659			
Total Paid	\$ -	\$14,880.00	\$0.00	\$19,785.00	\$510.00	\$360.00	\$750.00	\$1,295.00			\$37,580.00	\$37,580.00	
Unit Balance		52	0	70	2	32	50	39		245.25			
Subsidy Award			\$42,000.00		\$680.00	\$1,800.00	\$2,000.00	\$2,660.00			\$49,140.00		
Subsidy Rate		\$60.00	\$60.00	\$60.00	\$85.00	\$45.00	\$25.00	\$35.00			\$11,560.00		

Contract #: 2025-1153

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Town of Colonie Senior Resources

Estimated Amount: 78500.00

Scope of Services: PROVISION OF III-E CAREGIVER SERVICES

Budget Line Item:

Fiscal Impact:

County: 45.00

State: 0.00

Federal: 55.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Town of Colonie to provide caregiver support to older adults 60 years and older and their caregivers residing in Albany County with the following services;

1. Public Information and assistance – the Contractor shall provide 1000 individual caregiver information sessions and 12 public information articles.
2. Caregiver Case Assistance/Consult and Program Placement and Caregiver Counseling – the Contractor assists caregivers in gaining knowledge and skills related to the caregiver role such as daily living, legal issues (power of attorney, living wills), managing difficult behaviors, nutrition, health and wellness this shall include 400 caregiver counseling sessions and 50 case management sessions.

Program:	III-E Caregiver Services
Provider:	Town of Colonie Resource Center
Contract Term:	1/1/26 – 12/31/26
Contract Amount:	\$78,500.00

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

2025 III-E CAREGIVER SERVICES

[illegible]

Contract #: 2025-1154

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Community Caregivers Inc

Estimated Amount: 20370.00

Scope of Services: PROVISION OF III-E CAREGIVER SERVICES

Budget Line Item:

Fiscal Impact:

County: 45.00

State: 0.00

Federal: 55.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

WWW.ALBANYCOUNTY.COM

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Community Caregivers to provide caregiver support to older adults 60 years and older and their caregivers residing in Albany County with the following services;

1. Public Information – the Contractor provides a public and media activity that conveys information to caregivers about available services, which can include an in-person interactive presentation to the public: a booth/exhibit at a fair, conference, or other public events; and Web site events.
2. Support Groups – a service led by a trained individual, moderator, or professional, as required by state policy, to facilitate caregivers to discuss their common experiences and concerns and develop a mutual support system. Caregiver Training – the Contractor assists caregivers in with instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities.
- 3 . Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services would include; in-home contact and support, supervision, housekeeping, and shopping assistance.
4. Supplemental Services - Complement the care provided such as; transportation.

Program: III-E Caregiver Services
Provider: Community Caregivers
Contract Term: 1/1/2026 – 12/31/2026
Contract Amount: \$20,370.00

Respectfully Submitted,


Deborah C. Riitano
Commissioner

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

10/9/2025 9:29 AM

Contract #: 2025-1155

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Senior Service Centers Of Albany Area, Inc. DBA LifePath Senior Services of Albany

Estimated Amount: 75000.00

Scope of Services: PROVISION OF III-E CAREGIVER SERVICES

Budget Line Item:

Fiscal Impact:

County: 45.00

State: 0.00

Federal: 55.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Life Path to provide caregiver support to older adults 60 years and older and their caregivers residing in Albany County with the following service;

1. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services include; social adult day services, which the provider shall provide 6250 units of this service.

Program:	III-E Caregiver Services
Provider:	Life Path
Contract Term:	1/1/26 – 12/31/26
Contract Amount:	\$75,000.00

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

2025 III-E CAREGIVER SERVICES

LIFEPAH (SSA)	1/1/25-12/31/25			
Contract Amount:	\$ 75,000.00			
NET	\$ 40,607.00	54.14%		
Balance of Contract	\$ 34,393.00	45.86%		
		4b		
	Income	SADS - Respite	Gross	Net
Units		6,250		
Jan	\$ 609.00	530.5	\$ 6,366.00	\$ 5,757.00
Feb		418	\$ 5,016.00	\$ 5,016.00
Mar	\$ 350.00	454.5	\$ 5,454.00	\$ 5,104.00
Apr	\$ 468.50	483.5	\$ 5,802.00	\$ 5,333.50
May	\$ 500.00	443	\$ 5,316.00	\$ 4,816.00
June		421	\$ 5,052.00	\$ 5,052.00
July	\$ 675.50	473.5	\$ 5,682.00	\$ 5,006.50
August	\$ 350.00	406	\$ 4,872.00	\$ 4,522.00
Sept			\$ -	\$ -
Oct			\$ -	\$ -
Nov			\$ -	\$ -
Dec			\$ -	\$ -
Total Units		3630		
Total Paid	\$ 2,953.00	\$ 43,560.00	\$ 43,560.00	\$ 40,607.00
Unit Balance		2,620		
Subsidy Award		\$ 75,000.00	\$ 75,000.00	
Subsidy Rate		\$ 12.00		
			\$ 34,393.00	

Contract #: 2025-1467

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Colonie Senior Service Center Inc

Estimated Amount: 36000.00

Scope of Services: PROVISION OF III-E CAREGIVER SERVICES

Budget Line Item:

Fiscal Impact:

County: 45.00

State: 0.00

Federal: 55.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Colonie Senior Service Centers to provide caregiver support to older adults 60 years and older and their caregivers residing in Albany County with the following services;

1. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services include; social adult day services, which the provider shall provide 4000 units of service.

Program:	III-E Caregiver Services
Provider:	Colonie Senior Service Centers
Contract Term:	1/1/26 – 12/31/26
Contract Amount:	\$36,000.00

Respectfully Submitted,

Deborah C Riitano

Deborah C. Riitano
Commissioner

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

2025 III-E CAREGIVER SERVICES

COLONIE SENIOR SERVICE CENTERS								
Contract Amount:		\$36,000.00						
NET		\$10,647.00		29.58%				
Balance of Contract		\$25,353.00		70.43%				
				4b				
				SADS - Respite				Check No.
Units				4000		Gross	Net	
January		\$ -		308		\$ 2,772.00	\$ 2,772.00	
February		\$ -		238		\$ 2,142.00	\$ 2,142.00	
March		\$ -		119		\$ 1,071.00	\$ 1,071.00	
April		\$ -		182		\$ 1,638.00	\$ 1,638.00	
May		\$ -		147		\$ 1,323.00	\$ 1,323.00	
June		\$ -		119		\$ 1,071.00	\$ 1,071.00	
July				70		\$ 630.00	\$ 630.00	
August		\$ -				\$ -	\$ -	
September		\$ -				\$ -	\$ -	
October		\$ -				\$ -	\$ -	
November		\$ -				\$ -	\$ -	
December		\$ -				\$ -	\$ -	
Total Units				1183				
Total Paid		\$ -		\$10,647.00		\$10,647.00	\$10,647.00	
Unit Balance				2817				
Subsidy Award				\$36,000.00		\$36,000.00		
Subsidy Rate				\$9.00				
						\$25,353.00		

Contract #: 2025-1158

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Senior Service Centers Of Albany Area, Inc. DBA LifePath Senior Services of Albany

Estimated Amount: 143000.00

Scope of Services: PROVISION OF SOCIAL ADULT DAY SERVICES

Budget Line Item:

Fiscal Impact:

County: 10.00

State: 0.00

Federal: 90.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Life Path, to provide Social Adult Day Services to eligible older adults residing in Albany County that meet specific criteria as required by Albany County and NYSOFA. Life Path will provide access to social adult day services to the highest quality, enabling older adults to maintain an independent lifestyle for as long as possible.

This request for approval ensures the mission of the Department for Aging "to empower Albany County older adults and their families by providing access to adult day services of the highest quality, enabling them to maintain an independent lifestyle for as long as possible."

Life Path shall provide 13000 hours of social adult day services to older adults at their Albany and Cohoes locations that include structured, comprehensive programming that provides functionally – impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition provided in a protective setting during the day that is less than a 24-hour period.

Contractor: Life Path
Contract Term: 1/1/2026 – 12/31/2026
Contract Amount: \$143,000.00
Funding Source: 90% - Federal, 10% - County

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

III-B 2025

LIFEPAATH (SSA)						
Contract Amount: \$143,000.00		\$ 143,000.00				
NET		\$ 30,019.00		20.99%		
Balance of Contract		\$ 112,981.00		79.01%		
		Income	Day Care		Gross	Net
Units			13,000			
January		\$ -	426.5		\$ 4,691.50	\$ 4,691.50
February		\$ -	402.0		\$ 4,422.00	\$ 4,422.00
March		\$ -	448.5		\$ 4,933.50	\$ 4,933.50
April		\$ -	479.0		\$ 5,269.00	\$ 5,269.00
May		\$ -	454.5		\$ 4,999.50	\$ 4,999.50
June		\$ -	417.5		\$ 4,592.50	\$ 4,592.50
July		\$ -	101.0		\$ 1,111.00	\$ 1,111.00
August		\$ -			\$ -	\$ -
September		\$ -			\$ -	\$ -
October		\$ -			\$ -	\$ -
November		\$ -			\$ -	\$ -
December		\$ -			\$ -	\$ -
Total Units			2,729.00			
Total Paid		\$ -	30,019		\$ 30,019.00	\$ 30,019.00
Unit Balance			10,271			
Subsidy Award			\$ 143,000.00		\$ 143,000.00	
Subsidy Rate			\$ 11.00			
					\$112,981.00	

Contract #: 2025-1466

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Colonie Senior Service Center Inc

Estimated Amount: 45000.00

Scope of Services: PROVISION OF SOCIAL ADULT DAY SERVICES

Budget Line Item:

Fiscal Impact:

County: 10.00

State: 0.00

Federal: 90.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a renewal contract with Colonie Senior Service Centers, to provide Social Adult Day Services to older adults in Albany County that meet specific criteria as required by Albany County and NYSOFA.

This request for approval ensures the mission of the Department for Aging “to empower Albany County older adults and their families by providing access to adult day services of the highest quality, enabling them to maintain an independent lifestyle for as long as possible.”

Colonie Senior Service Centers shall provide 5000 hours of social adult day services to older adults at their Bright Horizons and King Thiel II locations that include structured, comprehensive programing that provides functionally – impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition provided in a protective setting during the day that is less than a 24-hour period.

Contractor: Colonie Senior Service Centers
Contract Term: 1/1/2026 – 12/31/2026
Contract Amount: \$45,000.00
Funding Source: 90% - Federal, 10% - County

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

III-B 2025

COLONIE SENIOR SERVICE CENTER					
Contract Amount: \$45,000.00		\$ 45,000.00			
NET		\$ 12,022.00	27%		
Balance		\$ 32,978.00	73.28%		
		Income	Day Care	Gross	Net
Units			5,000		
January		\$ 665.00	154	\$ 1,386.00	\$ 721.00
February		\$ 485.00	210	\$ 1,890.00	\$ 1,405.00
March		\$ 325.00	210	\$ 1,890.00	\$ 1,565.00
April		\$ 325.00	245	\$ 2,205.00	\$ 1,880.00
May		\$ 325.00	217	\$ 1,953.00	\$ 1,628.00
June			224	\$ 2,016.00	\$ 2,016.00
July		\$ 91.00	154	\$ 1,386.00	\$ 1,295.00
August		\$ 252.00	196	\$ 1,764.00	\$ 1,512.00
September				\$ -	\$ -
October				\$ -	\$ -
November				\$ -	\$ -
December		\$ -		\$ -	\$ -
Total Units			1,610.00		
Total Paid		\$ 2,468.00	\$ 14,490.00	\$ 14,490.00	\$ 12,022.00
Unit Balance			3,390		
Subsidy Award			\$ 45,000.00	\$ 45,000.00	
Subsidy Rate			\$ 9.00		
				\$32,978.00	

Contract #: 2025-1347

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Senior Citizens Of Green Island, Inc.

Estimated Amount: 79112.00

Scope of Services: PROVISION OF CONGREGATE MEAL SERVICES

Budget Line Item:

Fiscal Impact:

County: 55.00

State: 0.00

Federal: 45.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____ Daniel P. McCoy Albany County Executive	_____ Bruce A. Hidley Albany County Clerk	_____ Joanne Cunningham, Chairwoman Albany County Legislature
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DANIEL P. MCCOY
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DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a new contract with Green Island Senior Citizens, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Green Island Senior Citizens shall provide Congregate Meal Services to older adults and serve 6200 meals at their one (1) congregate site.

A Request for Proposal No. 2025-118 issued on August 7, 2025 requesting providers submit a proposal regarding Congregate Meals. There was six (6) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$39,000.00
2. Colonie Senior Service Centers; Awarded - \$407,000.00
3. Green Island Senior Citizens; Awarded - \$79,112.00
4. Life Path Awarded - \$395,625.00
5. Senior Projects of Ravena; Awarded - \$475,006.00
6. Allie B's Cozy Kitchen Awarded - \$23,400.00

Total Awarded to Providers - \$1,419,143.00

Green Island Senior Citizens shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year Green Island Senior Citizens shall be

responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contractor – Green Island Senior Citizens

Contract Amount – \$ 79,112.00

Contract Term – 1/1/2026 – 12/31/2026

Funding Source – 45% - Federal, 55% - County

Respectfully Submitted,



Deborah C. Riitano
Commissioner

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

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT "B", page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
 - 1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 - 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half ($\frac{1}{2}$) cup cooked or raw vegetables.
 - One half ($\frac{1}{2}$) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 - 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 - 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 - 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT "B").
 - 6. One-half ($\frac{1}{2}$) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating “Staff and Volunteer Training” (EXHIBIT “F”)
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (EXHIBIT “G”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for referral or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT “H”).

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.

- d) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "M").
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDEA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDEA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have

SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which

shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

- 4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Albany Jewish Community Center

3.42

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.
Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	3	1.2	2	0.8	4	1.6	4	1.6	4	1.6
20%	5	1	3	0.6	4.5	0.9	4	0.8	5	1
20%	5	1	2	0.4	4	0.8	3	0.6	5	1
20%	3	0.6	1	0.2	2.5	0.5	3.5	0.7	1	0.2
		3.8		2		3.8		3.7		3.8

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Allie B's

3.48

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.
Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	4	1.6	2	0.8	3	1.2	4	1.6	4	1.6
20%	5	1	2	0.4	3.5	0.7	4	0.8	5	1
20%	4	0.8	2	0.4	4	0.8	4	0.8	5	1
20%	4	0.8	2	0.4	2	0.4	2.5	0.5	4	0.8
		4.2			2	3.1			3.7	4.4

TOTALS:

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Colonie Senior Service

4.04

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	4	1.6	3	1.2	4	1.6	4	1.6	4	1.6
20%	5	1	3	0.6	4.5	0.9	4	0.8	5	1
20%	4	0.8	3	0.6	4	0.8	4	0.8	5	1
20%	4	0.8	5	1	4	0.8	3.5	0.7	5	1
		4.2		3.4		4.1		3.9		4.6

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Green Island Senior

4.14

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.
Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	1	0.4	4	1.6	5	2	5	2
20%	5	1	2	0.4	4	0.8	5	1	5	1
20%	5	1	3	0.6	3	0.6	4.5	0.9	5	1
20%	5	1	3	0.6	4	0.8	5	1	5	1
	5		2			3.8		4.9		5

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Life Path

4.4

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	3	1.2	4.5	1.8	4	1.6	5	2
20%	5	1	3	0.6	4	0.8	5	1	5	1
20%	5	1	3	0.6	4	0.8	5	1	5	1
20%	5	1	4	0.8	5	1	4	0.8	5	1
TOTALS:		5		3.2		4.4		4.4		5

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Senior Projects Ravenna

4.26

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	3	1.2	4.5	1.8	5	2	5	2
20%	5	1	3	0.6	4.5	0.9	5	1	5	1
20%	5	1	2	0.4	4	0.8	5	1	5	1
20%	4	0.8	1	0.2	4	0.8	4	0.8	5	1
		4.8		2.4		4.3		4.8		5

NOTES:



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Deborah Riitano
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 25, 2025

RE: RFP 2025-118 Congregate Meal Services

I am in receipt of your recommendation to award the aforementioned to the following vendors in the following amounts:

Albany Jewish Community Center; Awarded - \$39,000.00
Colonie Senior Service Centers; Awarded - \$407,000.00
Senior Citizens of Green Island; Awarded - \$79,112.00
Life Path; Awarded - \$395,625.00
Senior Projects of Ravena; Awarded - \$475,006.00
Allie B's Cozy Kitchen – \$23,400.00

Total – 1,419,143.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Albany Jewish Community Center, Colonie Senior Service Centers, Senior Citizens of Green Island, Senior Projects of Ravena, Life Path, and Allie B's Cozy Kitchen.

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

Contract #: 2025-1349

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Sidney Albert Albany Jewish Community Center

Estimated Amount: 39000.00

Scope of Services: PROVISION OF CONGREGATE MEAL SERVICES

Budget Line Item:

Fiscal Impact:

County: 9.00

State: 0.00

Federal: 91.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a new contract with Albany Jewish Community Center, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Albany Jewish Community Center shall provide Congregate Meal Services to older adults and serve 3000 meals at their one (1) congregate site.

A Request for Proposal No. 2025-118 issued on August 7, 2025 requesting providers submit a proposal regarding Congregate Meals. There was six (6) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$39,000.00
2. Colonie Senior Service Centers; Awarded - \$407,000.00
3. Green Island Senior Citizens; Awarded - \$79,112.00
4. Life Path Awarded - \$395,625.00
5. Senior Projects of Ravena; Awarded - \$475,006.00
6. Allie B's Cozy Kitchen Awarded - \$23,400.00

Total Awarded to Providers - \$1,419,143.00

Albany Jewish Community Center shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year Albany Jewish Community Center

shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Deborah C. Riitano". The signature is fluid and cursive, with the first name "Deborah" starting with a large, stylized 'D' and the last name "Riitano" ending with a long, sweeping tail.

Deborah C. Riitano
Commissioner

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

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT "B", page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT "B").
 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFR Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFR Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFR Registered Dietitian (RD).
- b) The Proposer will follow the ACDFR Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFR RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating “Staff and Volunteer Training” (EXHIBIT “F”)
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information, (EXHIBIT “G”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for referral or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT “H”).

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.

- d) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "M").
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have

SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which

shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

- 4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Albany Jewish Community Center

3.42

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	3	1.2	2	0.8	4	1.6	4	1.6	4	1.6
20%	5	1	3	0.6	4.5	0.9	4	0.8	5	1
20%	5	1	2	0.4	4	0.8	3	0.6	5	1
20%	3	0.6	1	0.2	2.5	0.5	3.5	0.7	1	0.2
		3.8		2		3.8		3.7		3.8

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Allie B's

3.48

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.
Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	4	1.6	2	0.8	3	1.2	4	1.6	4	1.6
20%	5	1	2	0.4	3.5	0.7	4	0.8	5	1
20%	4	0.8	2	0.4	4	0.8	4	0.8	5	1
20%	4	0.8	2	0.4	2	0.4	2.5	0.5	4	0.8
		4.2		2		3.1		3.7		4.4

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Colonie Senior Service

4.04

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	4	1.6	3	1.2	4	1.6	4	1.6	4	1.6
20%	5	1	3	0.6	4.5	0.9	4	0.8	5	1
20%	4	0.8	3	0.6	4	0.8	4	0.8	5	1
20%	4	0.8	5	1	4	0.8	3.5	0.7	5	1
		4.2		3.4		4.1		3.9		4.6

TOTALS:

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Green Island Senior

4.14

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	1	0.4	4	1.6	5	2	5	2
20%	5	1	2	0.4	4	0.8	5	1	5	1
20%	5	1	3	0.6	3	0.6	4.5	0.9	5	1
20%	5	1	3	0.6	4	0.8	5	1	5	1
		5		2		3.8		4.9		5

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Life Path

4.4

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	3	1.2	4.5	1.8	4	1.6	5	2
20%	5	1	3	0.6	4	0.8	5	1	5	1
20%	5	1	3	0.6	4	0.8	5	1	5	1
20%	5	1	4	0.8	5	1	4	0.8	5	1
		5		3.2		4.4		4.4		5

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Senior Projects Ravena

4.26

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	3	1.2	4.5	1.8	5	2	5	2
20%	5	1	3	0.6	4.5	0.9	5	1	5	1
20%	5	1	2	0.4	4	0.8	5	1	5	1
20%	4	0.8	1	0.2	4	0.8	4	0.8	5	1
		4.8		2.4		4.3		4.8		5

NOTES:



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Deborah Riitano
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 25, 2025

RE: RFP 2025-118 Congregate Meal Services

I am in receipt of your recommendation to award the aforementioned to the following vendors in the following amounts:

Albany Jewish Community Center; Awarded - \$39,000.00
Colonie Senior Service Centers; Awarded - \$407,000.00
Senior Citizens of Green Island; Awarded - \$79,112.00
Life Path; Awarded - \$395,625.00
Senior Projects of Ravena; Awarded - \$475,006.00
Allie B's Cozy Kitchen – \$23,400.00

Total – 1,419,143.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Albany Jewish Community Center, Colonie Senior Service Centers, Senior Citizens of Green Island, Senior Projects of Ravena, Life Path, and Allie B's Cozy Kitchen.

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

Contract #: 2025-1400

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Aging A6772

Date Submitted:

Contact Person: [Patrick Dillon]

Contact Phone: 518-447 7733

Vendor Info: Allie B's Cozy Kitchen

Estimated Amount: 23400.00

Scope of Services: PROVISION OF CONGREGATE MEAL SERVICES

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____ Daniel P. McCoy Albany County Executive	_____ Bruce A. Hidley Albany County Clerk	_____ Joanne Cunningham, Chairwoman Albany County Legislature
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DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

September 25, 2025

Hon. Daniel P McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department for Aging (DFA) requests Board approval to enter into a new contract with Allie B's Cozy Kitchen, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Allie B's Cozy Kitchen shall provide Congregate Meal Services to older adults and serve 1800 meals at their one (1) congregate site.

A Request for Proposal No. 2025-118 issued on August 7, 2025 requesting providers submit a proposal regarding Congregate Meals. There was six (6) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$39,000.00
2. Colonie Senior Service Centers; Awarded - \$407,000.00
3. Green Island Senior Citizens; Awarded - \$79,112.00
4. Life Path Awarded - \$395,625.00
5. Senior Projects of Ravena; Awarded - \$475,006.00
6. Allie B's Cozy Kitchen Awarded - \$23,400.00

Total Awarded to Providers - \$1,419,143.00

Allie B's Cozy Kitchen shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year Allie B's Cozy Kitchen shall be

responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Respectfully Submitted,



Deborah C. Riitano
Commissioner

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

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT "B", page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
 - 1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 - 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 - 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 - 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 - 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT "B").
 - 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFR Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFR Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFR Registered Dietitian (RD).
- b) The Proposer will follow the ACDFR Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFR RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating “Staff and Volunteer Training” (EXHIBIT “F”)
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (EXHIBIT “G”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for referral or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT “H”).

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFE policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ACDFE within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFE as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.

- d) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "M").
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have

SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which

shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

- 4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Albany Jewish Community Center

3.42

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.
Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	3	1.2	2	0.8	4	1.6	4	1.6	4	1.6
20%	5	1	3	0.6	4.5	0.9	4	0.8	5	1
20%	5	1	2	0.4	4	0.8	3	0.6	5	1
20%	3	0.6	1	0.2	2.5	0.5	3.5	0.7	1	0.2
		3.8		2		3.8		3.7		3.8

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Allie B's

3.48

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	4	1.6	2	0.8	3	1.2	4	1.6	4	1.6
20%	5	1	2	0.4	3.5	0.7	4	0.8	5	1
20%	4	0.8	2	0.4	4	0.8	4	0.8	5	1
20%	4	0.8	2	0.4	2	0.4	2.5	0.5	4	0.8
		4.2		2		3.1		3.7		4.4

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Colonie Senior Service

4.04

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	4	1.6	3	1.2	4	1.6	4	1.6	4	1.6
20%	5	1	3	0.6	4.5	0.9	4	0.8	5	1
20%	4	0.8	3	0.6	4	0.8	4	0.8	5	1
20%	4	0.8	5	1	4	0.8	3.5	0.7	5	1
		4.2		3.4		4.1		3.9		4.6

TOTALS:

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Green Island Senior

4.14

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	1	0.4	4	1.6	5	2	5	2
20%	5	1	2	0.4	4	0.8	5	1	5	1
20%	5	1	3	0.6	3	0.6	4.5	0.9	5	1
20%	5	1	3	0.6	4	0.8	5	1	5	1
	5			2		3.8		4.9		5

NOTES:

Proposal Rating Worksheet

Proposer: Life Path

Life Path

4.4

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	3	1.2	4.5	1.8	4	1.6	5	2
20%	5	1	3	0.6	4	0.8	5	1	5	1
20%	5	1	3	0.6	4	0.8	5	1	5	1
20%	5	1	4	0.8	5	1	4	0.8	5	1
TOTALS:	5		3.2		4.4		4.4		5	

NOTES:

RFP #2025-118: Congregate Meals

Proposal Rating Worksheet

Proposer: Senior Projects Ravena

4.26

Full demonstrated comprehension of Scope of Services; including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition Standards and proper serving quantity; Demonstrated outreach plan to reach targeted population.

Prior experience and/or the equivalent training with food production and service projects.

Professional qualifications, staffing, equipment and demonstrated capabilities.

Total proposed price

TOTALS:

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
40%	5	2	3	1.2	4.5	1.8	5	2	5	2
20%	5	1	3	0.6	4.5	0.9	5	1	5	1
20%	5	1	2	0.4	4	0.8	5	1	5	1
20%	4	0.8	1	0.2	4	0.8	4	0.8	5	1
		4.8		2.4		4.3		4.8		5

NOTES:



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Deborah Riitano
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 25, 2025

RE: RFP 2025-118 Congregate Meal Services

I am in receipt of your recommendation to award the aforementioned to the following vendors in the following amounts:

Albany Jewish Community Center; Awarded - \$39,000.00
Colonie Senior Service Centers; Awarded - \$407,000.00
Senior Citizens of Green Island; Awarded - \$79,112.00
Life Path; Awarded - \$395,625.00
Senior Projects of Ravena; Awarded - \$475,006.00
Allie B's Cozy Kitchen – \$23,400.00

Total – 1,419,143.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Albany Jewish Community Center, Colonie Senior Service Centers, Senior Citizens of Green Island, Senior Projects of Ravena, Life Path, and Allie B's Cozy Kitchen.

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

Contract #: 2025-1463

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Health A4010

Date Submitted: 10/09/2025

Contact Person: [Ransom Moore]

Contact Phone: 518-447-4584

Vendor Info: Flatley Read Inc

Estimated Amount: 136000

Scope of Services: Leading in Lead Financial Administration Services - Flatley Read

Budget Line Item: 44046

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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

KRISTEN A. NAVARETTE, MD, MPH
Commissioner of Health

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycountyny.gov

RANSOM E. MOORE III
Assistant Commissioner
Finance & Administration

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Joanne Cunningham, Chairwoman, County Legislature

FROM: Kristen Navarette, MD, MPH, Commissioner of Health

DATE: October 9, 2025

RE: Flatley Read, Inc. – Financial Administration Services for Leading in Lead

The Albany County Department of Health (ACDOH) requests authorization to enter into an agreement with Flatley Read, Inc. for financial administration services related to the Leading in Lead grant program.

If you have any questions or need additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



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

FR

FLATLEY READ

Creating Healthier Homes and More Vibrant Communities

Financial Administration Services

Created For:
Albany County Health Department /
Albany County

Date Issued:
August 1, 2025

Contact:
Michelle DeGarmo
info@flatleyread.com
518-577-5681 (office)
518-430-7788 (cell)



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Section II: Qualifications & Experience

Flatley Read is a New York State certified Woman-Owned Business providing environmental compliance and program administration consulting to state and federally funded programs throughout NYS for 25 years. Everyone at Flatley Read comes from a professional background in public funds administration. We communicate and manage stakeholders effectively, meet program milestones, and document every step of the way. Our staff is well versed in the expectations of state and federal agencies, from contract execution to final closeout, and everything in between.

What differentiates Flatley Read from its competitors is unique expertise in lead-based paint regulatory requirements. Founder and CEO Michelle (Flatley-Read) DeGarmo started the company in 2000 when her child was lead poisoned at home. With an unparalleled background in both HUD / HCR program administration and environmental compliance, she leads a team of professionals who are equally passionate about childhood lead-poisoning prevention.

Flatley Read is an industry leader in compliance management for NYS Homes & Community Renewal programs. We have directly administered or provided technical assistance for over \$40 million in HCR / OCR funding and approximately \$85 million in overall public funding sources.

Key Staff	Relevant Experience	Responsibilities
Michelle DeGarmo, President & CEO	Community planning, technical writing, administration of state and federal community development funds, EPA Licensed Risk Assessor & Project Designer, Environmental Professional per ASTM 1527-21 standard.	Coordination and oversight of all staff, services, and deliverables. Review and approval of all documents and reports. Compliance management for all aspects of the program.
Andrew Alberti, Vice President	Strategic and community planning, technical writing, administration of state and federal funds, EPA Licensed Risk Assessor.	Stakeholder engagement, facilitation of meetings and information, financial management, completion of all required project documentation.
Nicole Proctor, Community Development Specialist	Program management and grant administration of state and federal funds.	Daily tasks including project management, recordkeeping, coordination of bidding and homeowner-contractor meetings
Jeromy McFarren, Community Development Specialist	Program management and grant administration of state and federal funds.	Daily tasks including stakeholder communication, project management, recordkeeping, coordination of bidding and homeowner-contractor meetings
Michael Jenison, Rehab Specialist	Construction and project management; NYS licensed asbestos inspector; EPA licensed LBP Risk Assessor, environmental field technician, Housing Rehabilitation Specialist.	Scope of work and cost estimate development, bid phase facilitation and oversight.

All work will be conducted from our main office at 4 Washington Square, Greenwich NY 12834.

Section III: References

Flatley Read has provided comprehensive financial oversight of grant funds, including solicitation of bids for residential remediation projects and qualified contractor selection, for 25 years for communities throughout New York State. We are experienced in providing comprehensive financial oversight of grant funds and bid solicitation for residential lead remediation projects. We have the capacity to administer timely payments to contractors upon verification of completed work and approval of required documents, in cooperation with the Responsible Entity.

Current client references include:

- Albany County Rural Housing Alliance, Tracy Gibeau, tgibeau@acrha.org, 518-765-2425
- City of Glens Falls: Jim Thatcher, j.thatcher@ctmale.com, 518-786-7400
- City of Hudson: Michelle Tullo, housing@cityofhudson.org 518-828-7217
- City of Oneida: Barbara Henderson, bhenderson@oneidacityny.gov, 315-457-0003
- Franklin County EDC, Jeremy Evans, jeremy@adironackfrontier.com 518-483-9472
- Historic Hudson-Hoosic Rivers Partnership: Tom Richardson, 518-428-9022
- Schenectady County Department of Health, Jennifer Priebe, Jennifer.Priebe@schenectadycounty.com, 518-386-2818 ext. 1258
- Town of Corinth: C. Eric Butler, ebutler@townofcorinthny.com 518-654-9232
- Town of Warrensburg: Kevin Geraghty, kevin.geraghty@townofwarrensburg.net 518-623-9511

In addition to the provision of administrative consulting services, Flatley Read provides training to grantees of US HUD and NYS Homes & Community Renewal funds. We currently provide technical assistance and training, including financial oversight and bidding activities, to programs across the state.

Section IV: Deliverables & Implementation

Deliverables

Task 1 – Provision of Cost Estimates

- Cost estimates and timelines will be prepared by an EPA Licensed Risk Assessor, in accordance with regulations including but not limited to CFR 24, Part 35 and CFR 40, Part 745, based on lead hazard reports provided by Albany County Health Department.

Task 2 – Referrals & Identification of Additional Funding

- Assist approved property owners in identifying additional funding sources if cost estimates exceed available grant funds.

Task 3 – Relocation

- Coordinate tenant relocation as necessary.

Task 4 – Bid Solicitation

- Solicit bids for approved residential remediation projects.
 - i. Create and maintain a qualified contractor list.
- Select qualified contractors to perform work.

Task 5 – Lead Certifications

- Maintain current documentation of insurance, licenses, and certifications for all contractors and projects.

Task 6 – Equal Opportunity

- Compliance management and documentation for Equal Employment Opportunity (EEO), Minority and Woman Owned Business Enterprise (MWBE), and Service Disabled Veteran Owned Businesses (SDVOB), including but not limited to:
 - Articles 15-A and 5 NYCRR Parts 142-144
 - New York Veteran's Service Law Article 3 and 9 NYCRR Section 252
 - All other applicable requirements for Program participation for contractors, subcontractors, vendors, and professional services.

Task 7 – Forms

- Provision of all necessary request forms, templates, spreadsheets, and filing systems as required to facilitate Program tracking and completion.

Task 8 – Records

- Maintain records in accordance with all applicable state and federal regulatory requirements.

Task 9: Invoice Audit

- Receive, review, and audit invoices as they are submitted by participating contractors.

Task 10: Payments

- Process, approve, and issue contractor payments in accordance with established payment schedules.
- Submit disbursement requests to NYS HCR on behalf of ACDH.

Task 11: Labor Laws

- Monitor and document contractor compliance with all applicable labor law requirements.

Task 12: Final Report

- Prepare and submit final report with assistance from ACHD on financial reporting.

Scope of Services Detail

Flatley Read will assist Albany County Department of Health (ACDH) with program management of the Leading in Lead Prevention Pilot Program (the Program).

Upon receipt of a work order from ACDH, the lead hazard report and other pertinent documentation will be reviewed in accordance with Program guidelines. A work scope and cost estimates will be developed by the Rehabilitation Specialist and reviewed by the EPA Project Designer. Flatley Read currently provides lead abatement work scopes and cost estimates for Schenectady County Department of Health and maintains a database of current abatement activities pricing.

Lead Risk Assessments will be provided by the ACDOH CLPPP / CLPPP+ programs.

Work Scope Creation

Work scopes, including cost estimates, will be created for each project within seven (7) days of receiving a Risk Assessment report. Cost estimates will be with reference to the established per-unit maximum allowance, including relocation and other associated costs. If a project's cost estimate exceeds the allowable per-unit maximum, funds will be prioritized for abating friction surfaces. In the event that a project requires additional funding, Flatley Read will assist with locating and securing additional funding. In the event that a project is deemed infeasible due to funding restraints, Flatley Read will immediately notify ACDH and collaborate on identifying alternative funding sources.

All work will be in compliance with Program requirements. Program funds will be allocated for abatement of friction surfaces, with remediation activities of non-friction surfaces included at the discretion of ACHD. Additional improvements or repairs unrelated to the prevention of lead hazards, but necessary to create safe housing, will be leveraged from other sources to the greatest extent possible.

Contractors & Bidding

Flatley Read will manage the bidding process. A qualified contractor list will be compiled (if one does not already exist) and maintained by Flatley Read. Contractors will be required to submit proof of all required insurance coverage as well as current EPA individual Supervisor and Abatement Worker

licenses and firm certifications. Flatley Read is an EPA accredited training firm; initial and refresher courses are available to ensure timely renewal of EPA licenses and onboarding of new workers.

Bids will be sent via email to qualified contractor list. Responses will be due in 10-15 business days, depending on the nature and complexity of the project. Property owners will be responsible for scheduling site visits with potential bidders, including tenant notification. Flatley Read will respond to contractor inquiries within 48-hours. Bids will be opened within one (1) business day of the close of bidding period, and grants will be based on the lowest responsible bid. Further direction from ACHD will be incorporated into the final standard operating procedures for all work orders.

Flatley Read will document all bids received and send notices of awarded and declined bids to all responding contractors. Flatley Read will also handle any requests for bid outcomes by contractors or the general public, at the discretion of ACHD. Flatley Read will document compliance with EEO, MWBE, and SDVOB, and labor law requirements.

Flatley Read will implement the following alternative bidding methods to improve bid responses:

- Contractors are contacted via email and phone to verify intent to bid each project within 1 business day of bid release.
- Bids are delivered via direct solicitation to the approved contractor list and posted on NYS Contract Reporter. Respondents who are not on the approved contractor list will be given an application to join the list.
- Follow-up emails and phone calls are made 5 business days after bid release to remind contractors of upcoming submission deadlines.
- Students in our Abatement Workers and Supervisor training courses will be provided information on the ACDOH program and encouraged to join the participating contractor list.

Flatley Read will implement the following contractor participation strategies:

- Contractors will be contacted on the business day following the submission deadline to inquire about why they declined to bid. Adjustments may be made if the work scope was unclear.
- If owner participation was an issue, ACDOH will be advised. In the case of non-responsive owners, Flatley Read will, at the request of ACDOH, coordinate a single site visit walkthrough for all interested contractors.
- If a bid is re-issued due to inadequate response, bid packets will be sent again to all participating contractors and listed on Contract Reporter. Follow-up calls will be made to encourage contractors to bid.

For contractors already on the Participating Contractor list (who have submitted all necessary documentation) the estimated timeframe for contract award is not more than 10 business days. For new contractors responding to a NYS Contract Reporter post, an additional 5 business days may be added to allow for all necessary documentation to be submitted.

Flatley Read will collaborate with ACDOH to coordinate tenant relocation. It is anticipated that ACDOH will maintain a list of hotels and issue payments for hotel stays as well as daily stipends for families.

Financial Management

Flatley Read will coordinate approval and signing of all applicable documents, including but not necessarily limited to owner-contractor contracts, owner-LPA grant agreements, and promissory notes or other financial security documents. ACDOH will approve

Flatley Read will receive, review, audit, and approve contractor invoices upon completion of one or more work scope activities. All invoices will be reviewed for accuracy and completeness. Flatley Read will conduct a site visit to confirm activities included in the payment are complete and in compliance with all applicable regulatory requirements.

Progress Payment Invoice: Flatley Read will conduct an interim lead clearance of activities included in the progress payment. Upon receipt of a passing clearance report, a Progress Inspection form will be signed by Flatley Read, the Abatement Supervisor, and Property Owner (or owner's designee). An interim clearance may not be substituted for the final clearance required for project completion.

Final Payment Invoice: When the project is deemed complete by Flatley Read, the Abatement Supervisor, and the Owner (or Owner's designee), final invoices will be reviewed by Flatley Read for accuracy and completeness with reference to the scope of work / abatement work plan. Invoices will not be approved for payment until proof of a passing lead-based paint clearance is received.

Issuing Payments: Flatley Read will process, approve, and issue payments to contractors in accordance with established payment schedules. Payment vouchers will be issued to ACDOH upon contract execution, so that checks may be issued and held until final approval. Contractors will be made aware that change orders, if accepted for extenuating circumstances, may result in a delay in payment.

Flatley Read will collaborate with ACDOH to create a Standard Operating Procedures guide for all tasks included in the Financial Administration Services contract. This document will guide all policies and procedures associated with provision of contract activities and deliverables. Flatley Read maintains a library of forms, templates, filing systems, and financial tracking databases compliant with HCR / OCR funded programs. These will be updated as necessary to comply with all Program guidelines and best practices and provided to ACDOH for use in administering the Program.

Flatley Read will provide a list of approved invoices with W9s for all Contractors. Upon receipt of all required documentation, Flatley Read will complete the Disbursement Request Form on behalf of ACDOH. Financial tracking will be completed in accordance with all applicable Program guidelines and regulatory requirements. Flatley Read will collaborate with ACDOH on financial reporting, including the preparation and submission of a final report.

Section V: Cost Proposal

Fee for Services

For all tasks outlined above, Flatley Read will charge an hourly rate of \$125 per hour, not to exceed 12% of total Program funding. Invoices will be submitted monthly.



DANIEL P. McCOY
County Executive

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

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

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycountyny.gov

TRICIA BULATAO, MS, RDN
Deputy Commissioner of Health

RANSOM E. MOORE III
Assistant Commissioner of Finance and
Administration

September 4, 2025

Pamela O'Neill
Purchasing Agent
Albany County Department of General Services- Purchasing Division
112 State Street
Room 820
Albany, NY 12207

RFP #: 2025-111 – Leading in Lead Financial Administration Services

After a thorough review of the proposal submitted in response to RFP #2025-111: Leading in Lead Financial Administration Services, the Health Department recommends awarding a seven (7) month contract to Flatley Read that expires March 31, 2026. Flatley Read will be compensated at a rate of \$125 per hour for a total cost not to exceed 12% of total program funding, or approximately \$136,000.

The department appreciates the opportunity to move forward with this important public health initiative and looks forward to working with Flatley Read. The department looks forward to meeting with Flatley Read to formalize details further.

Thank you,

Maribeth Miller, RN, BSN, M.S.
Interim Commissioner of Health



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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Maribeth Miller, RN, BSN, M.S.
Interim Commissioner of Health

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 23, 2025

RE: RFP # 2025-111 Leading in Lead Financial Administration Services

I am in receipt of your recommendation to award the aforementioned to Flatley Read in the amount of \$136,000.00

I believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Flatley Read.

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

RFP #2025-111 : Financial Administration Services - Leading in LEAD

Proposal Rating Worksheet

Proposer: Flatley Read

	Weight	Reviewer 1		Reviewer 2					
		Rate	Score	Rate	Score				
Ability of the Proposer to meet the requirements of the Scope of Services	30%	2	0.6	2	0.6				
Cost of services	10%	3	0.3	3	0.3				
Staffing resumes, Proposers qualifications, experience	10%	4	0.4	4	0.4				
Experience of the Proposer in providing comprehensive financial oversight of grant funds	30%	3	0.9	2	0.6				
Proposers experience in soliciting bids for residential remediation projects and selecting qualified contractors	20%	4	0.8	4	0.8				
TOTALS:			3		2.7				

NOTES:

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY HEALTH DEPARTMENT



LEADING IN LEAD FINANCIAL ADMINISTRATION SERVICES

RFP#2025-111

**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

NON-PROPOSER RESPONSE

RFP #2025-111

Leading in Lead Administration Services

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

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: Leading in Lead Financial Administration Services
RFP NUMBER: 2025-111

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: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-111**

Sealed Proposals for **Leading in Lead Financial Administration Services** as requested by Albany County Health Department 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 July 3, 2025.

Pamela O Neill
Purchasing Agent

Dated: **June 30, 2025**
Albany, New York

PUBLISH ONE DAY – **JULY 3, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **JULY 3, 2025** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
FINANCIAL ADMINISTRATION SERVICES
ALBANY COUNTY HEALTH DEPARTMENT
RFP #2025-111

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **Leading in Lead Financial Administration Services** as requested by **Albany County Health Department**.
- 1.2 The Albany County Department of Health is seeking a qualified provider of Financial Administration Services to provide oversight and administration of the rehabilitation funds to the recipients of the Leading in Lead Prevention Pilot Program (LEAD). LEAD funds will support eligible landlords in addressing lead-based paint hazards in properties that need it the most, prioritizing permanent abatement of friction surfaces. The provider must possess experience in providing comprehensive financial oversight of grant funds and soliciting bids for residential remediation projects. In addition, the provider must have the capacity to administer timely payments to contractors upon verification of completed work and approval of required documentation.

SECTION 2: RECEIPT OF PROPOSALS

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

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

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm. Include your firm's most recent annual report.
- 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 comprehensive financial oversight of grant funds, soliciting bids for residential remediation projects, and selecting qualified contractors for such projects.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 The Proposer will at all times abide by any and all federal and state rules and regulations that pertain to any lead abatement and remediation activities.
- 3.8 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.9 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 The Successful Proposer will provide cost estimates and timelines for projects based on ACHDs lead hazard reports.
- 4.2 The Successful Proposer will assist approved property owners in identifying other sources of funding if estimated cost for a project is not fully covered by the grant.
- 4.3 The Successful Proposer will coordinate tenant relocation when necessary.
- 4.4 The Successful Proposer will solicit bids for residential remediation projects and select qualified contractors to perform the work.
- 4.5 The Successful Proposer will ensure contractors maintain required levels of insurance, licenses, and lead certifications.
- 4.6 The Successful Proposer will comply with Articles 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") New York Veterans' Services Law Article 3 and 9 NYCRR Section 252 ("SDVOB Regulation"). These requirements include employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs").

- 4.7 The Successful Proposer will provide all necessary request forms.
- 4.8 The Successful Proposer will keep records in such form and for such duration as may be required by federal and state statutes and regulations as supply these records as necessary.
- 4.9 The Successful Proposer will audit invoices as they are submitted by participating contractors.
- 4.10 The Successful Proposer will process and approve contractor payments.
- 4.11 The Successful Proposer will issue payments to contractors in accordance with approved invoices and established payment schedules.
- 4.12 The Successful Proposer will ensure contractors comply with all labor law requirements.
- 4.13 The Successful Proposer will prepare and submit final report, with assistance from ACHD on financial reporting.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract shall commence on the date of the fully executed contract and shall continue until March 31, 2026.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Health Department. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Ability of the Proposer to meet the requirements of the Scope of Services	30%
Cost of services	10%
Staffing resumes, Proposers qualifications, experience	10%

Experience of the Proposer in providing comprehensive financial oversight of grant funds	30%
Proposers experience in soliciting bids for residential remediation projects and selecting qualified contractors	20%

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

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

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or

delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

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

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

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, professional medical malpractice 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: ANTIDISCRIMINATION CLAUSE

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

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

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

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Leading in Lead Financial Administration Services
RFP Number: 2025-111

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: Leading in Lead Financial Administration Services

RFP Number: 2025-111

Submit a cost proposal as described for Section 4 Scope of Services

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

Contract #: 2025-0904

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DSS - Social Services A6010

Date Submitted:

Contact Person: [Margaret Skarlis]

Contact Phone: (518)447-7583

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

Estimated Amount: \$70,900.00

Scope of Services: HATAS - Code Blue

Budget Line Item: AA6010 - 44046

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

SCHEDULE A
SCOPE OF WORK AND COMPENSATION
FOR CODE BLUE SERVICES

The County, through the Department of Social Services, is mandated by NY- CRR 18 § 304.1 to protect individuals experiencing homelessness (and those unwelcome at a shelter due to prior behavioral issues or non-compliance) from inclement winter weather (i.e., temperatures below 32 degrees Fahrenheit, including National Weather Service calculations for wind chill), otherwise referred to as Code Blue. The Code Blue order requires individuals and families experiencing homelessness to be directed or encouraged to move into shelter during inclement winter weather to avoid hypothermia, serious injury, and death.

SCOPE OF WORK

Per New York State Office of Temporary Disability and Assistance (OTDA) directives, the Provider will support vulnerable individuals and families living on the streets or unstably housed during the Code Blue season. Services include alerting the public and local shelters on Code Blue-designated nights, chairing the Albany Code Blue Committee, and providing a staff member to work onsite at the Department to assist in placing non-TA eligible individuals and families into shelter during Code Blue nights. Specifically, the Provider will:

- A. Monitor weather conditions and issue Code Blue declarations for Albany County. Code Blue declarations are communicated to a comprehensive list of local providers to inform the community of pending hazardous weather conditions. Local providers include local police departments and hospitals; emergency response, mobile crisis, and homeless outreach teams; emergency shelters; transportation programs; and local news departments.
- B. Maintain a current Code Blue Program operating manual.
- C. Chair the Albany Code Blue Committee and coordinate monthly provider meetings throughout Code Blue to coordinate resources and address any gaps in services.
- D. Assign a Code Blue staff person to work onsite at the Department, who will:
 - Work Monday through Friday, 8:30 a.m. to 4:30 p.m. (unless otherwise agreed upon by Provider and the Department)
 - Meet with individuals and families who are ineligible for or choose not to apply for Temporary Housing Assistance (THA) but require shelter during Code Blue.
 - Attempt to divert individuals and families from homelessness by encouraging them to remain at their current place of stay overnight or until the next business day. *Diversion Quick Reference Sheet* available upon request.

- Before placement, screen all adults (regardless of whether they self-identify as a sex offender) through the following Registries:
 - NYS Sex Offender Registry:
https://criminaljustice.state.ny.us/nsor/search_index.htm
 - U.S. Department of Justice Dru Sjodin National Sex Offender Public Website:
<https://www.nsopw.gov>

All placements of individuals listed on a Sex Offender Registry must comply with applicable restrictions imposed under existing federal, state, and local laws. **NOTE:** No one shall be denied shelter due to inability to meet local, state, or federal laws. The Department will address such situations and find appropriate emergency housing.

- Make shelter referrals for non-THA individuals and families
- Assist Department staff with referrals to temporary shelter for THA-eligible individuals and families
- Assist Department staff with completing and printing shelter letters for clients
- Enter all Code Blue-related placements by the Provider and Department staff into HMIS
- Collect and distribute shelter censuses and after-hours placements daily
- Provide weekly census of Code Blue placements in hotels/motels
- Complete all tasks as agreed upon by the Provider and the Department.

FEES AND COMPENSATION

Compensation for services provided under this Agreement has been agreed upon by the Provider and the County as an amount reasonable and necessary to ensure the quality of services provided. The County agrees to pay and the Provider agrees to accept a sum not to exceed **SEVENTY THOUSAND, NINE HUNDRED AND 00/100 (\$70,900.00)**.

Billing and Reimbursement

DSS will reimburse the Provider for expenses incurred each month, using the appropriate County claim form.

Claims must be submitted by the 13th of each month following the month of service.

The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.

**ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES
STANDARD AGREEMENT PROVISIONS**

1. CONFIDENTIALITY REQUIREMENTS

The Vendor shall observe all applicable federal and state requirements related to the confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County of Albany (“County”) to assure the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Vendor herein agrees to abide by the terms and conditions of the Healthcare Insurance Portability and Accountability Act of 1996, as embodied in the Business Associate Agreement included in this Agreement.

2. GRIEVANCES AND FAIR HEARINGS

As part of the Agreement, the Vendor shall establish a system through which recipients may present grievances about services rendered. The Vendor shall inform recipients of this right and shall also inform applicants and recipients of their right to appeal.

The County will notify applicants and recipients of care and services of their right to a fair hearing, where applicable, to appeal the denial, reduction, or termination of a service, or failure to act upon a request for services with reasonable promptness.

As part of the Agreement, the Vendor, upon its request, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

4. PRIVACY OF PERSONAL HEALTH INFORMATION

To comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Vendor (deemed a BUSINESS ASSOCIATE as defined at 45 CFR 164.501), its employees, administrators, and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR 164.504) or as Required By Law (as defined in 45 CFR 164.501). The Vendor 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, as more particularly set forth in the Business Associate Agreement, attached to the Agreement.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

ERIN M. STACHEWICZ
COMMISSIONER

TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

JENNIFER L. DEPEW
DEPUTY COMMISSIONER

September 30, 2025

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce A. Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

Per 18 NYCRR 304.1, local Social Service Districts are required to provide emergency/transitional shelter to individuals and families experiencing homelessness during extreme winter weather (Code Blue), regardless of circumstance or eligibility.

Therefore, the Department of Social Services (DSS) respectfully requests approval from the Contract Administrative Board to renew a contract with the Homeless and Travelers Aid Society (HATAS) of the Capital District, Inc. for \$70,900 to track winter weather, alert the public and homeless shelters about Code Blue-designated nights per NYS Office of Temporary Disability and Assistance directives, and assign a full-time staff member to work onsite at DSS to meet with non-Temporary Assistance (TA) eligible households, those who refuse to apply for TA or are considered unwelcome by a shelter due to behavioral or non-compliance issues and need shelter during Code Blue months (November 2025 through April 2026).

Sincerely,

Erin M. Stachewicz
Commissioner

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

SCHEDULE A
SCOPE OF WORK AND COMPENSATION
FOR CODE BLUE SERVICES
PROVIDED BY THE HOMELESS AND TRAVELERS AID SOCIETY

The County, through the Department of Social Services, is mandated by NY- CRR 18 § 304.1 to protect individuals experiencing homelessness (and those unwelcome at a shelter due to prior behavioral issues or non-compliance) from inclement winter weather (i.e., temperatures below 32 degrees Fahrenheit, including National Weather Service calculations for wind chill), otherwise referred to as Code Blue. The Code Blue order requires individuals and families experiencing homelessness to be directed or encouraged to move into shelter during inclement winter weather to avoid hypothermia, serious injury, and death.

SCOPE OF WORK

Per New York State Office of Temporary Disability and Assistance (OTDA) directives, the Provider will support vulnerable individuals and families living on the streets or unstably housed during the Code Blue season. Services include alerting the public and local shelters on Code Blue-designated nights, chairing the Albany Code Blue Committee, and providing a staff member to work onsite at the Department to assist in placing non-TA eligible individuals and families into shelter during Code Blue nights. Specifically, the Provider will:

- A. Monitor weather conditions and issue Code Blue declarations for Albany County. Code Blue declarations are communicated to a comprehensive list of local providers to inform the community of pending hazardous weather conditions. Local providers include local police departments and hospitals; emergency response, mobile crisis, and homeless outreach teams; emergency shelters; transportation programs; and local news departments.
- B. Maintain a current Code Blue Program operating manual.
- C. Chair the Albany Code Blue Committee and coordinate monthly provider meetings throughout Code Blue to coordinate resources and address any gaps in services.
- D. Assign a Code Blue staff person to work onsite at the Department, who will:
 - Work Monday through Friday, 8:30 a.m. to 4:30 p.m. (unless otherwise agreed upon by Provider and the Department)
 - Meet with individuals and families who are ineligible for or choose not to apply for Temporary Housing Assistance (THA) but require shelter during Code Blue.

- Attempt to divert individuals and families from homelessness by encouraging them to remain at their current place of stay overnight or until the next business day. *Diversion Quick Reference Sheet* available upon request.
- Before placement, screen all adults (regardless of whether they self-identify as a sex offender) through the following Registries:
 - NYS Sex Offender Registry:
https://criminaljustice.state.ny.us/nsor/search_index.htm
 - U.S. Department of Justice Dru Sjodin National Sex Offender Public Website:
<https://www.nsopw.gov>

All placements of individuals listed on a Sex Offender Registry must comply with applicable restrictions imposed under existing federal, state, and local laws. **NOTE:** No one shall be denied shelter due to inability to meet local, state, or federal laws. The Department will address such situations and find appropriate emergency housing.

- Make shelter referrals for non-THA individuals and families
- Assist Department staff with referrals to temporary shelter for THA-eligible individuals and families
- Assist Department staff with completing and printing shelter letters for clients
- Enter all Code Blue-related placements by the Provider and Department staff into HMIS
- Collect and distribute shelter censuses and after-hours placements daily
- Provide weekly census of Code Blue placements in hotels/motels
- Complete all tasks as agreed upon by the Provider and the Department.

FEES AND COMPENSATION

Compensation for services provided under this Agreement has been agreed upon by the Provider and the County as an amount reasonable and necessary to ensure the quality of services provided. The County agrees to pay and the Provider agrees to accept a sum not to exceed **SEVENTY THOUSAND, NINE HUNDRED AND 00/100 (\$70,900.00)**.

Billing and Reimbursement

DSS will reimburse the Provider for expenses incurred each month, using the appropriate County claim form.

Claims must be submitted by the 13th of each month following the month of service.

The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.

Contract #: 2025-1116

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DSS - Social Services A6010

Date Submitted:

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

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

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

Estimated Amount: 200000.00

Scope of Services: HATAS - HHES

Budget Line Item: AA6010 44046

Fiscal Impact:

County: 60.00

State: 0.00

Federal: 40.00

BID, RFP, RFQ Completed? Yes - Standard



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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

August 27, 2025

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

Dear Chairwoman Cunningham:

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

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

Sincerely,

Erin M. Stachewicz
Commissioner

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

SCHEDULE A

SCOPE OF WORK AND COMPENSATION

RELATED TO CONTRACT 2025-1116

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

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

SCOPE OF WORK

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

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

B. Emergency Shelter Placement

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

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

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

C. Target Population

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

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

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

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

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

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

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

D. Eligibility

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

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

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

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

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

NOTE: Victims of Domestic Violence

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

E. Screening and Assessment

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

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

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

NYS Sex Offender Registry

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

US Department of Justice Dru Sjodin National Sex Offender Public Website

<https://www.nsopw.gov>

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

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

F. Homelessness Diversion and Prevention during Non-Business Hours

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

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

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

G. Albany County Department of Social Services Responsibilities

ACDSS will:

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

H. Program Operations

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

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

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

I. Program Outcomes and Performance Measures

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

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

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

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

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

FEES AND COMPENSATION

Payment Provisions

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

- Funds provided under this contract cannot be used to provide direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, child care, or general incidental expenses.
- Under no circumstances will the Department reimburse the Provider any amount exceeding the total specified above during the contract period.
- The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.
- Program costs will be allocated between two distinct funding streams, based on household eligibility. A total of \$80,000 in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty level, and \$120,000 in Safety Net Administration funds for service provision to individuals and families who do not meet the eligibility criteria for TANF.

Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred upon receipt of monthly claims accompanied by relevant documentation required by the County, according to the following:

1. The Provider shall submit claims for expenses incurred monthly, using the appropriate County claim form.
2. Claims must include a list of expenses (consistent with the contracted program budget) and supporting documentation as necessary to accurately determine the amounts to be allocated under the TANF and Safety Net portions of the contract.
 - a. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.
3. Claims must be submitted by the 13th of the month following the month of service.

If funds the Provider applied for are not awarded either in whole or in part, the Department will reimburse the non-administrative program costs per the contractual line-item budget.

DIVERSIONS QUICK REFERENCE SHEET

On-call operators should screen, triage, and problem-solve with callers. Collateral contacts shall be made as necessary to divert callers from shelter placement, make referrals and linkages to community resources, and, if diversion efforts are unsuccessful, arrange for shelter.

Homeless Prevention Interventions intended to prevent homelessness and avoid the need for emergency shelter placement will include, but not be limited to, the following:

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary, or permanent housing, if even for one night.
- Verifying the status of tenancy in cases where a household reports a threat of eviction, to determine whether the housing unit remains currently available.
- Providing homeless prevention guidance, including emergency and short-term interventions intended to sufficiently stabilize a household and avoid the need for emergency shelter placement.
- Assisting with identifying local resources which allow for continued use, instead of shelter placement, until alternate temporary or permanent housing may be secured.

Diversion Techniques

When screening and triaging, ask the household to provide their last two (2) addresses. This can prove helpful in diverting the individual/family by asking the following questions:

- At what specific address did the individual/family spend the night prior, and how long did they stay there?
 - If they indicate having stayed at a particular address for two (2) weeks, then ask where they stayed three (3) weeks ago and attain that address.
- Ask the name/s of and contact information for the person/s forcing them out, so it can be verified that they can no longer stay there.
 - In family cases, most people do not want children displaced in the dark and cold and are willing to allow them to stay one more night.
- Ask the caller if, in the event something happened to them, is there anyone who may be willing to allow the children to stay with them.
 - If yes, request their contact information. Emergency contacts are typically concerned with the well-being of the child(ren) and are willing to allow the family to stay with them.
 - If no, and there is no shelter space available, inform the family that the Children's Service Division (Protective Services) of Albany County Department of Children, Youth and Family will be contacted to assist.
- If the individual/family were locked out by the County Sheriff's Office, unfortunately, diverting them back to a locked apartment is not possible.

SCHEDULE A

SCOPE OF WORK AND COMPENSATION

RELATED TO CONTRACT 2025-1116

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

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

SCOPE OF WORK

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

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

B. Emergency Shelter Placement

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

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

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

C. Target Population

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

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

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

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

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

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

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

D. Eligibility

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

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

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

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

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

NOTE: Victims of Domestic Violence

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

E. Screening and Assessment

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

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

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

NYS Sex Offender Registry

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

US Department of Justice Dru Sjodin National Sex Offender Public Website

<https://www.nsopw.gov>

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

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

F. Homelessness Diversion and Prevention during Non-Business Hours

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

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

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

G. Albany County Department of Social Services Responsibilities

ACDSS will:

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

H. Program Operations

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

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

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

I. Program Outcomes and Performance Measures

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

- Homeless and at-risk individuals and families are screened for program eligibility during non-business hours.
- Households determined eligible have their immediate housing-related needs assessed.
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- Households deemed eligible and in immediate need of emergency housing receive same-day placement in an emergency shelter, motel, or other appropriate program.
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- Data and narrative reporting in a format determined by ACDSS is shared on an agreed-upon schedule

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

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

FEES AND COMPENSATION

Payment Provisions

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

- Funds provided under this contract cannot be used to provide direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, child care, or general incidental expenses.
- Under no circumstances will the Department reimburse the Provider any amount exceeding the total specified above during the contract period.
- The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.
- Program costs will be allocated between two distinct funding streams, based on household eligibility. A total of \$80,000 in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty level, and \$120,000 in Safety Net Administration funds for service provision to individuals and families who do not meet the eligibility criteria for TANF.

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2. Claims must include a list of expenses (consistent with the contracted program budget) and supporting documentation as necessary to accurately determine the amounts to be allocated under the TANF and Safety Net portions of the contract.
 - a. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.
3. Claims must be submitted by the 13th of the month following the month of service.

If funds the Provider applied for are not awarded either in whole or in part, the Department will reimburse the non-administrative program costs per the contractual line-item budget.

DIVERSIONS QUICK REFERENCE SHEET

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Diversion Techniques

When screening and triaging, ask the household to provide their last two (2) addresses. This can prove helpful in diverting the individual/family by asking the following questions:

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 - If they indicate having stayed at a particular address for two (2) weeks, then ask where they stayed three (3) weeks ago and attain that address.
- Ask the name/s of and contact information for the person/s forcing them out, so it can be verified that they can no longer stay there.
 - In family cases, most people do not want children displaced in the dark and cold and are willing to allow them to stay one more night.
- Ask the caller if, in the event something happened to them, is there anyone who may be willing to allow the children to stay with them.
 - If yes, request their contact information. Emergency contacts are typically concerned with the well-being of the child(ren) and are willing to allow the family to stay with them.
 - If no, and there is no shelter space available, inform the family that the Children's Service Division (Protective Services) of Albany County Department of Children, Youth and Family will be contacted to assist.
- If the individual/family were locked out by the County Sheriff's Office, unfortunately, diverting them back to a locked apartment is not possible.

Contract #: 2025-1450

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/08/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Cayuga Home for Children, Inc dba Cayuga Centers

Estimated Amount: 185861.00

Scope of Services: Cayuga RCM

Budget Line Item: AA6071 44046R

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Cayuga RCM Services

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Cayuga Centers for the provision of Restorative Case Management Services. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$185,861. This is the first of two (2) renewal options for this agreement.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization for Cayuga Centers, Inc.
for the Provision of Restorative Case Management Services**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Cayuga Centers for the provision of Restorative Case Management Services. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$185,861. This is the first of two (2) renewal options for this agreement.

Cayuga Centers Restorative Case Management (RCM), is a home and community-based program designed specifically to provide juvenile justice-involved youth ages seven to seventeen in Albany County with an alternative to detention through the provision of intensive case management, restorative justice efforts, and Motivational Interviewing (MI) as an evidence-based tool to implement long-term behavior change in Albany County, NY under the Raise The Age Programming. The overall goal of RCM is to prevent further penetration into the juvenile justice system and out-of-home placements. RCM will address the specific needs of youth and their families through an integrated and coordinated system of care approach. All services will be provided in close partnership with Albany County DCYF Services, Family Court, Juvenile Probation, local school districts, and other key stakeholders.

This program will support up to fifteen (15) families at one time.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1451

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/08/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Together For Youth

Estimated Amount: 134707.00

Scope of Services: Together for Youth Focus on the Future

Budget Line Item: AA6071 44046R

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Together for Youth Focus on the Future Services

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Together for Youth for the provision of Clinical Prevention Services - Focus on the Future. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$134,707. This is the first of two (2) renewal options for this agreement.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with Together for Youth
for the Provision of Clinical Prevention Services - Focus on the
Future**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Together for Youth for the provision of Clinical Prevention Services - Focus on the Future. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$134,707. This is the first of two (2) renewal options for this agreement.

Together for Youth Focus on the Future Program, intensive World of Work curriculum, provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood. This program also provides group workshops to parents of these youth who oftentimes experience the same skills deficiencies. The program targets youth who are 14 years of age and older (including foster care) and will serve up to six (6) families a year.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1453

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/08/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Cornell Cooperative Extension of Albany County

Estimated Amount: 129000.00

Scope of Services: Cornell Co-op 4H Prevention

Budget Line Item: AA6071 44046

Fiscal Impact:

County: 32.00

State: 52.00

Federal: 16.00

BID, RFP, RFQ Completed? Yes - RFP

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Cornell Coop Juvenile Justice Prevention Services

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Cornell Cooperative Extension for the Provision of Juvenile Justice Prevention Services through the Strengthening Families, Career Exploration and Urban Four H service models. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$129,000. This is the first of two (2) renewal options for this agreement.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with Cornell
Cooperative Extension for the Provision of Juvenile Justice
Prevention Services**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Cornell Cooperative Extension for the Provision of Juvenile Justice Prevention Services through the Strengthening Families, Career Exploration and Urban Four H service models. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$129,000. This is the first of two (2) renewal options for this agreement.

Strengthening Families is an evidence-based program and utilizes a parent, youth and family skills-building curriculum designed to strengthen parenting skills, build family strengths, and prevent teen substance abuse and other behavioral problems. The target population for this service are parents and their youth, ages 10-15, (this program can be adapted to serve the 16-17 years old population if there is a need), who are involved in the Juvenile Drug Court or with ACDCYF services and are at risk of detention and foster care placement. Groups are held up to 4 times per year for 10-20 families.

The Urban 4H Program will be conducted in such topic areas as forensics, gardening, environmental education, animal science, food preparation and healthy eating, and career exploration. Youth, who are participating in the Albany County Juvenile Drug Court Program, Probation or DCYF services, who are at risk of detention and foster care placement and their families, can be referred for participation in this program.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1454

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/08/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Cayuga Home for Children, Inc dba Cayuga Centers

Estimated Amount: 75000.00

Scope of Services: Cayuga Parent Partner

Budget Line Item: AA6071 44046

Fiscal Impact:

County: 38.00

State: 62.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Cayuga Parent Partner

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Cayuga Centers for the provision of Parent Partner Services. The requested contract term is for October 1, 2025 – September 30, 2026 for the amount of \$75,000.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with Cayuga Centers for
the Provision of Parent Partner Services**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Cayuga Centers for the provision of Parent Partner Services. The requested contract term is for October 1, 2025 – September 30, 2026 for the amount of \$75,000.

Parent Partners are typically individuals who have gained a unique set of skills and knowledge based on their personal experience in advocating for their own child(ren) who have been involved in one or more formal service systems. Effective Parent Partners assist families by engaging them and offering empathy, support, encouragement, information and advocacy as to what they should expect from service providers within the system of care. Having a Parent Partner available can be of tremendous support to families as they learn the complexities and challenges presented within Child Welfare and Probation (Juvenile Justice) services.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1456

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/08/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Trinity Alliance Of Capital Region

Estimated Amount: 135219.78

Scope of Services: Trinity FNRC

Budget Line Item: AA6071 44046

Fiscal Impact:

County: 30.50

State: 69.50

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for the Trinity FNRC

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for October 1, 2026 – September 30, 2026 for the amount of \$135,219.78.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with Trinity Alliance of
the Capital Region, Inc. for the Provision of Family and
Neighborhood Resource Center Services**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for October 1, 2026 – September 30, 2026 for the amount of \$135,219.78.

The Family and Neighborhood Resource Center brings together the individual programs and services of the agency under a seamless service delivery mechanism. Using a strengths-based, solution-oriented evidence based holistic approach, this system allows for immediate assessment of the presenting problem, family team conferencing, identification of ancillary needs, designation of appropriate intervention, and rapid engagement in crisis intervention services, program specific enrollment, referral to supportive resources or engagement in preventative services. All of Trinity Alliance services are trauma informed and are culturally competent, including the fact that we employ three Spanish speaking individuals.

Individuals and families who come to access other specific Trinity services are funneled to the array of FNRC program offerings and services. These consumers are encouraged to utilize the programs that reach all members of the family, from infants to seniors. On any given day, over one hundred and fifty community members will be engaged in the various FNRC programs. The agency is open for these activities seven days a week. Over five hundred consumers take part in FNRC programming monthly, the vast majority of them being African-American, Latino/Hispanic and from immigrant populations including Butanese, Burmese, Iraqis.

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1460

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/09/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Parsons Child And Family Center

Estimated Amount: 100000.00

Scope of Services: Parson's PATH (Juvenile Justice)

Budget Line Item: AA6071 44046

Fiscal Impact:

County: 38.00

State: 62.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for the Parsons PATH Program

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Parsons Child and Family Center for the Participants Achieving Through Hard-work (PATH) Program. The requested contract term is for October 1, 2025 – September 30, 2026 for the amount of \$100,000.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with Parsons Child and
Family Center for the Participants Achieving Through Hard-work
(PATH) Program, pertaining to Juvenile Justice Support Services**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Parsons Child and Family Center for the Participants Achieving Through Hard-work (PATH) Program. The requested contract term is for October 1, 2025 – September 30, 2026 for the amount of \$100,000.

The PATH program was designed to provide enhanced case management services, while incorporating the use of community coaches/credible messengers/mentors. The goal of this program ultimately is to respond to each youth's individual needs, while maintaining them safely in the community, thereby reducing the need for Family Court Intervention for Intake/Diversion cases and for those youth already involved in Family Court, reducing the use of detention and out of home placement.



DANIEL P. McCOY
COUNTY EXECUTIVE

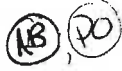
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Department of Children, Youth and Families

FROM: Pamela O Neill 
Purchasing Agent

DATE: August 25, 2025

RE: RFP #2025-121

I am in receipt of your recommendation to award the aforementioned to **4th Family and Northern Rivers** in the amount of \$100,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of **4th Family and Northern Rivers**.

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

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1461

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted: 10/09/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: 4th Family

Estimated Amount: 100000.00

Scope of Services: 4th Family JJSS

Budget Line Item: AA6119 44406

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for 4th Family Juvenile Justice Services

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with 4th Family pertaining to Juvenile Justice Support Services. The requested contract term is for October 1, 2025 – September 30, 2026 for the amount of \$100,000.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with 4th Family
Pertaining to Juvenile Justice Support Services**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with 4th Family pertaining to Juvenile Justice Support Services. The requested contract term is for October 1, 2025 – September 30, 2026 for the amount of \$100,000.

The Juvenile Justice Support Services programs meets weekly and caters to students from PreK to 12th grade. Careful observation, testing and assessments are made to create individualized plans for each student. Targeted to the economically disadvantaged and under-resourced, students are paired with a mentor that encourages them to recognize their strengths, take ownership of their futures and develop healthy habits necessary to meet their economic and social goals.

The program includes services such as Mentorship and Youth Development, Academic Support, STEM Enrichment, Social-Emotional Learning-SEL circles facilitated monthly, Recreation & Community Engagement, Career Readiness, Counseling Services, Legal Advocacy & System Navigation, Youth Leadership & Engagement.



DANIEL P. McCOY
COUNTY EXECUTIVE

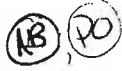
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Department of Children, Youth and Families

FROM: Pamela O Neill 
Purchasing Agent

DATE: August 25, 2025

RE: RFP #2025-121

I am in receipt of your recommendation to award the aforementioned to **4th Family and Northern Rivers** in the amount of \$100,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of **4th Family and Northern Rivers**.

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

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Contract #: 2025-1323

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Building Services A1620

Date Submitted: 09/17/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: G.P. Land and Carpet Corporation

Estimated Amount: 29411.63

Scope of Services: 48 Howard Street â€” VLT Flooring Replacement

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

DIGITAL SIGNATURE PAGE

Schedule A

- 1) Albany County - 48 Howard Street - 1st Floor - Shaw LVT



GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

Proposal

For:

Albany County
112 State Street, Room 940
Albany, NY 12207

Job Site:

Albany County - Tenant Reno - **1st Floor - Shaw LVT**
48 Howard Street
Albany, NY 12207
Contact: Scott Allardice 518 447-7215

Proposal # 28104

Customer PO

Contract # PC70142

Date 8/27/2025

Sales Person Don Antonangeli

Designer

Type		Quantity	Product Description	Color / Item Number	Price	Total
LVT	Mat	1820 SqFt	Shaw Solitude 0648V (6" x 48") LVT	TBD	\$3.90	\$7,098.00
	Lab	1800 SqFt	LVT Installation	1st Floor Only	\$3.25	\$5,850.00
Notes	* 20 sqft (1 carton) to be left with customer as attic stock.					
Adhesive	Mat	3 Each	LokWorx Resilient Adhesive (164CA) (4200)	4 Gallon	\$197.23	\$591.69
Labor						
	Lab	1604 SqFt	LVT/VCT Demolition		\$2.10	\$3,368.40
Notes	Includes the removal of floor coating on 1st Floor (White Marbled Surface)					
Labor	Mat	1 Each	10-12 Yd Dumpster			
	Lab	1604 SqFt	LVT/VCT Disposal		\$0.35	\$561.40
Accessories						
	Lab	1604 SqFt	Moisture Mitigation (bead blast,primer, moisture mitigation, & leveler)	1st Floor Only	\$7.10	\$11,388.40
Notes	* Includes flash patching (feathering)					
Accessories	Mat	2 Each	CMP AS-100 Primer	5-Gallon		
Subfloor	Mat	7 Each	CMP Lockdown	2.5 gal		
Accessories	Mat	60 Each	CMP Level-1	50 lb bag		
Accessories	Mat	4 Each	CMP Prepstar Cement Based Patch	10 lbs bag		
Transition	Mat	12 LnFt	Flexco # 183 Carpet To Nothing Transition # 01 Black			
	Lab	12 LnFt	Transition Installation		\$4.11	\$49.32
Transition	Mat	12 LnFt	Flexco # 167 carpet to tile transition	# 01 Black		
	Lab	12 LnFt	Transitions Installation		\$4.11	\$49.32
Unclassified	Mat	1 Each	Freight - Shaw to GP		\$455.10	\$455.10

Information

* All materials and labor pricing set at or below **Shaw PC70142** of the NYS Contract.

* Labor to be completed during daytime hours (M-F) @ Albany County Prevailing Rate.

Contract Total	\$29,411.63
Sales Tax	
Grand Total	\$29,411.63

Exclusions : Wall Repair, Overtime Hours.

Additional Conditions

Continuation For: Albany County, Proposal # 28104

Type	Quantity	Product Description	Color / Item Number	Price	Total
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Federal ID #16-6330058, NYS WBE-59659

We are pleased to present this confidential proposal for review by you and your organization. Work to be done M-F during normal working hours unless otherwise noted. If furniture is to be moved, electronics should be unplugged and any loose personal items should be put in a box on the desk top. Loose boxes, shoes, etc. on the floor should be removed and placed on the desk top as well.

The proposal does not include ACM abatement work or any provisions for ACM in the work area. If an abatement is taking place prior to this work, please ensure that all abatement chemicals and residue are removed. The chemicals can have an adverse effect on the flooring materials.

Payment terms are net 30 unless otherwise noted. Due to the tariffs that have been implemented - certain product pricing may change after this proposal has been written. Please confirm pricing prior to executing any agreement or purchase order. Proposal expires 45 days from date of issuance.

Buyer _____ Date _____

Seller _____ Date _____

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: September 17, 2025

Re: 48 Howard Street – VLT Flooring Replacement

DGS solicited a quote for VLT flooring replacement from GP Flooring Solutions pursuant to their Shaw PC70142 (rev. 2/24/2025) OGS NYS contract award. As quoted, DGS recommends proceeding to contract.

48 Howard St. – 1st floor, GP Flooring Solutions will remove existing floor covering, prep sub flooring and supply and install new Shaw Solitude 0648V (6" x 48") LVT.

Please see quote and supporting paperwork attached.

This contract has a not to exceed cost of \$29,411.63

If you need any further information or have any questions, please feel free to contact me.

DML:tas



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: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 18, 2025

RE: 48 Howard Street-VLT Flooring Replacement

I am in receipt of your recommendation to GP Flooring Solutions in the amount not to exceed \$29,411.63 for VLT Flooring Replacement.

As Shaw Integrated has a current NYS Contract and GP Flooring Solutions is an authorized dealer of said contract I approve your request in the amount of \$29,411.63.

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

Contract #: 2025-1340

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 09/23/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Allegiant Electric, LLC

Estimated Amount: 44760.00

Scope of Services: EC - MVP Arena Chiller Replacement

Budget Line Item: HKV3

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: MVP Arena Chiller Replacement
Bid Number: 2024-136-EC

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
10/15/24	Addendum #1
10/23/24	Addendum #2
10/24/24	Addendum #3

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

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

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

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

- 7. Communication concerning this Bid shall be addressed to:

Tyler Davis, Project Foreman

Phone: 518 - 655 - 1400 Ext. 2

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: MVP Arena Chiller Replacement
Bid Number: 2024-136-EC

Conditions:

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

<u>ELECTRICAL CONSTRUCTION</u> Lump Sum Base Bid (Price in Words): (Price in Numbers):	<u>Thirty One Thousand Six Hundred</u> <u>Dollars and Zero Cents</u> \$ <u>31,600</u>
10% Contingency Allowance	\$ <u>3,160</u>
TOTAL BID (Base Bid + Contingency Allowance) (Price in Words): (Price in Numbers):	<u>Thirty Four Thousand Seven Hundred</u> <u>Sixty Dollars and Zero Cents</u> \$ <u>34,760</u>

AIA® Document A310™ 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Allegiant Electric LLC
P.O. Box 146
Kinderhook NY 12106

SURETY:

(Name, legal status and principal place of business)
Frankenmuth Insurance Company
1 Mutual Ave
Frankenmuth, MI 48787

OWNER:

(Name, legal status and address)
Albany County Department Of General Services
112 State Street Room
Albany, NY 12207

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

PROJECT:

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

MVP Arena Chiller Replacement
- Wiring New Chiller

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

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

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

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

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

Init.

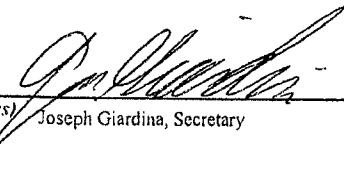
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User Notes:

(1113732179)

Signed and sealed this day of, October 30th, 2024

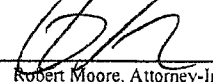

(Witness)

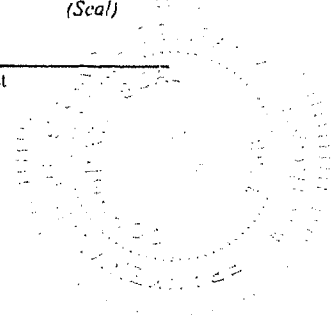

(Witness) Joseph Giardina, Secretary

Allegiant Electric LLC
(Principal) (Seal)


(Title) Tyler Davis, Managing Member

Frankenmuth Insurance Company
(Surety) (Seal)


(Title) Robert Moore, Attorney-In-Fact



Init.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Robert Moore, Joseph Giardina

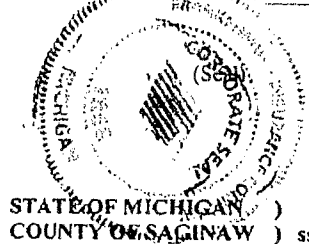
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.



Frankenmuth Insurance Company

By Andrew H. Knudsen
Andrew H. Knudsen
President, Chief Operating Officer and Secretary

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

Susan L. Fresorger
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

(Seal)

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 30th day of October, 2024.

Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Frankenmuth Mutual Insurance Company and Subsidiaries
Consolidated Statutory Basis Statements of Admitted Assets, Liabilities,
and Policyholders' Surplus
(dollars in thousands)

<i>December 31,</i>	2022	2021
Admitted Assets		
Cash and Investments		
Bonds, at amortized cost	\$ 1,210,059	\$ 1,251,187
Preferred stocks, at estimated fair value or amortized cost	1,653	1,635
Common stocks, at estimated fair value	182,078	159,882
Investment in unconsolidated subsidiaries, at equity in net assets on a statutory basis	18,864	21,626
Real estate, at cost, less accumulated depreciation of \$24,275 in 2022 and \$23,011 in 2021	35,771	35,248
Cash and cash equivalents	41,196	45,123
Other invested assets, at estimated fair value	119,682	116,247
Total Cash and Investments	1,609,303	1,630,948
Premiums Receivable, Net	278,666	256,983
Reinsurance Recoverable on Paid Losses and Loss Adjustment Expenses	12,905	6,076
Federal Income Tax Recoverable	369	-
Net Deferred Income Tax Asset	30,425	19,409
Data Processing Equipment, Net	1,304	1,557
Accrued Investment Income Receivable	10,059	9,868
Other Assets	732	62,938
Receivable from Subsidiaries	175	237
Total Admitted Assets	\$ 1,943,938	\$ 1,988,016
Liabilities and Policyholders' Surplus		
Liabilities		
Loss and loss adjustment expense reserves	\$ 629,696	\$ 617,669
Reinsurance payable on paid losses and loss adjustment expenses	706	232
Unearned premiums	405,054	374,986
Commissions and contingent commissions payable	43,060	42,000
Ceded reinsurance premiums payable	6,374	2,651
Payable to subsidiaries	1	-
Advance premiums	6,942	5,928
Accounts payable and accrued expenses	50,039	136,537
Federal income taxes payable	-	751
Dividends payable to policyholders	1,936	1,721
Total Liabilities	1,143,808	1,182,475
Policyholders' Surplus		
General voluntary reserve	250	250
Unassigned surplus	799,880	805,291
Total Policyholders' Surplus	800,130	805,541
Total Liabilities and Policyholders' Surplus	\$ 1,943,938	\$ 1,988,016

See accompanying notes to consolidated statutory basis financial statements.

E-SIGNED by Susan Bredemann
on 2023-05-31 19:47:11 GMT

Susan C. Bredemann, Acting Treasurer

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: MVP Arena Chiller Replacement
Bid Number: 2024-136-EC

COMPANY: Allegiant Electric LLC
ADDRESS: PO Box 146
CITY, STATE, ZIP: Kinderhook, NY, 12106
TEL. NO.: 518 - 655 - 1400
FAX NO.: None
FEDERAL TAX ID NO.: 99 - 1692792
REPRESENTATIVE: Tyler Davis
E-MAIL: tdavis@allegaint-electric.com
SIGNATURE AND TITLE Tyler Davis, Project Foreman

DATE 10/31/24

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

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

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

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

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

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

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

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

Morgan Davis

Signature

CEO

Title

Allegiant Electric LLC

Company Name

10/31/24

Date

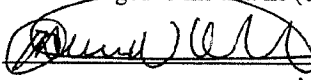
ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

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

On this 30th day of October, 2024, before me personally appeared Morgan E. Davis 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.

ALEXIS K NEWTON
Notary Public, State of New York
Qualified in Columbia County
No. 01NE6425767
Commission Expires November 29, 2025


Notary Public, State of New York
Qualified in Columbia County, New York
Commission Expires Nov 29, 2025

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____
Qualified in _____
Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Allegiant Electric LLC		3. IDENTIFICATION NUMBERS a) FEIN # 99 - 1692792 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.allegiant-electric.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE PO Box 146 Kinderhook NY 12106		7. TELEPHONE NUMBER 518-655-1400	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Tyler Davis Title Project Foreman Telephone Number 518-655-1400 Ext. 2 Fax Number e-mail tdavis@allegiant-electric.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	NAME	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>			☐ Yes ☒ No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			☐ Yes ☒ No

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

☐ Yes ☒ No

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

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

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

Morgan Davis

Signature

CEO

Title

10/31/24

Date

Allegiant Electric LLC

Company Name

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

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

Name of Third Party Entity: Allegiant Electric LLC

Address: PO Box 146 Kinderhook NY 12106

Phone Number(s): 518-655-1400

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

None

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

Electrical Contractor for the MVP Arena Chiller Replacement.

Morgan Davis

Signature

Morgan Davis

Printed Name

CEO

Title

10/31/24

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

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

1. We are a new company and are unable to provide what is being asked for.

Allegiant Electric would ask if you could refer to the attached resume for Tyler

Davis, showing his qualifications as he is a the Project Foreman. We hope this
is sufficient for this section and appreciate the understanding.

2. _____

3. _____

October 31, 2024

Dear Albany County Department of General Services Purchasing Division,

Thank you for your consideration, as a part of Allegiant Electric LLC I forward to the opportunity to work with you today and on future projects. Please find below a list of my projects.

Education:

Associates of Construction Management
Hudson Valley Community College, 2013

Professional Experience:

Comalli Electric

6/2013 to 5/2020

IBEW Local 236

5/2020 to Present day

Projects Completed:

Chase Bank, Niskayuna NY, General Foreman.

- New construction of a +- 4,000sqft bank.
- Electrical contract value +- \$375,000.

Shenendehowa Highschool, Clifton Park NY, General Foreman.

- Repurposed existing spaces in to new classrooms and offices.
- New construction of baseball, soccer and field hockey field.
- Electrical contract value +- \$350,000

Shenendehowa Middle School, Clifton Park NY, General Foreman.

- Renovated boiler room
- Electrical contract value +- \$250,000

Verizon Office Complex Menands NY, General Foreman.

- Repurposed existing 3 story, 475,00sqft. space in to a Verizon headquarter.
- Electrical contract value +- \$750,000.

Schenectady Police Station, Schenectady NY, General Foreman.

- Repurposed an existing space into a 8,000sqft gun range.
- Electrical contract value +- \$700,000.

Catskill Highschool, Catskill NY, Foreman.

- Repurposed existing spaces into new classrooms and offices.
- Added air conditioning to all classrooms.
- Installed new Rooftop units.

- Electrical contract value +- \$535,000.

Bethlehem Schools Bus Garage, Bethlehem NY, Foreman.

- New construction of 6 bays, paint booth, offices and bus garage facility.
- Electrical contract value +- \$650,000.

Promenade Nursing home, Albany NY, Foreman.

- Repurposed 3 story existing Best Western Hotel in to 70 room, banquet hall, nursing home.
- Electrical contract value +- \$1,200,000.

Schoharie County Jail, Schoharie NY, Foreman.

- New construction of a 70 cell jail.
- Electrical contract value +- \$7,500,000.

HVCC Student Housing, Troy NY, Foreman.

- New construction of a 72 apartment complex.
- Electrical contract value +- \$2,100,000.

Troy City Apartments, Troy NY, Team Foreman.

- Repurposed existing warehouse to 5 story, 65 apartment complex.
- Electrical contract value +- \$1,800,000.

Coxsackie State Prison, Coxsackie NY, Team Foreman.

- Addition of 2 story, 30 cell wing to Coxsackie State Prison.
- Electrical contract value +- \$3,000,000.

Digi Fab warehouse, Port of Albany NY, Team Foreman.

- Renovated existing warehouse in to updated production facility.
- Electrical contract value +- \$1,000,000.

Windham Mountain Condo's, Windham NY, Foreman.

- New construction of 41 condominiums.
- Electrical contract value +- \$2,700,000.

Miravel Berkshires spa and resort, Lenox MA, Foreman.

- New construction of 3 separate buildings each consisting of 2 stories and 10 apartments.
- New construction of spa and indoor pool facility.
- Electrical contract value +- \$1,900,000.

Ravena Highschool, Ravena NY, Field Operations.

- New Construction of high school gymnasium.
- Renovation of classrooms and offices.
- Electrical contract value +- \$2,200,000.

Ravena Middle School, Ravena NY, Field Operations.

- New main electrical service for school.
- Renovation of classrooms and offices.
- Electrical contract value +- \$500,000.

Johnstown Highschool, Johnstown NY, Renovation, Field Operations

- New Construction of gymnasium.
- Renovation of classrooms and offices.
- Electrical contract value +- \$3,100,000.

Suny Albany Apartments, Albany NY, New Construction, Field Operations

- New construction of 110 apartments and 2 story car garage.
- Electrical contract value +- \$6,300,000.

Union College, Schenectady NY, New Construction, Field Operations

- New construction of 35 apartments.
- Electrical contract value +- \$2,100,000.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

No.

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

No.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No.

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

No.

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

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

Allegiant Electric LLC

Correct Name of Bidder

(a) The business is a: LLC

(b) The address of principal place of business is: PO Box 146 Kinderhook NY 12106

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

Morgan Davis

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Allegiant Electric LLC

Firm

Dated: 10/31/24

By *Morgan Davis*

Morgan Davis

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Allegiant Electric LLC

By: *Morgan Davis*
(Signature)

Morgan Davis
(Typed)

Title: CEO

Date: 10/31/24

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

TITLE: MVP Arena Chiller Replacement RFB NUMBER: 2024-136

Receipt Confirmation Form

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

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

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

Company Name: Allegiant Electric LLC

Address: PO Box 146

City: Kinderhook State: NY Zip Code: 12106

Contact Person: Tyler Davis

Title: Project Manager

Phone Number: _____ Fax Number: _____ E-Mail: tdavis@allegiant-electric.com
518-655-1400 Ext. 2

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: X

Tri-City Joint Apprenticeship and Training Committee, Inc.

WILLIAM J. BULGER - DIRECTOR



428 OLD NISKAYUNA ROAD
LATHAM, NEW YORK 12110-1569
TELEPHONE (518) 785-5167 FAX (518) 786-3588
www.tricityjafc.org



ALBANY ELECTRICAL CONTRACTORS ASS'N.
NECA ALBANY CHAPTER
ELECTRICAL CONTRACTORS CENTER
16 WADE ROAD
LATHAM, NEW YORK 12110



SPONSORED BY

LOCAL 236 - IBEW, ALBANY, N.Y.
3000 TROY-SCHENECTADY ROAD
SCHENECTADY, NEW YORK 12309

October 29, 2024

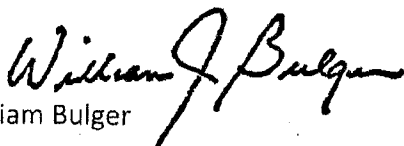
To whom it may concern:

RE: Allegiant Electric, LLC

Allegiant Electric, LLC is recognized by the Tri-City JATC, Albany NECA, and IBEW Local Union #236 as a participating Employer in our NYS Registered apprenticeship program. Our program currently has a graduation rate of 66%

Please feel free to contact our office with any questions or concerns.

Respectfully yours,


William Bulger

Training Director

WB:en

RFB-2024-136													
Chiller Replacement													
Thursday October 31, 2024 @11:00am													
	Vendor	Allegiant Electrical	SW Burke	Flex Electrical	B&D Industries	Kasselman Electric	Spring Electric	McBain Electric	Harold Clune				
Electrical Construction (Lump Sum)	\$	31,600.00	\$ 34,000.00	\$ 39,000.00	\$ 45,436.00	\$ 46,647.00	\$ 66,500.00	\$ 71,500.00	\$ 82,000.00				
10% Allowance	\$	3,160.00	\$ 3,400.00	\$ 3,900.00	\$ 4,544.00	\$ 4,665.00	\$ 6,650.00	\$ 7,150.00	\$ 8,200.00				
Total Bid	\$	34,760.00	\$ 37,400.00	\$ 42,900.00	\$ 49,980.00	\$ 51,312.00	\$ 73,150.00	\$ 78,650.00	\$ 90,200.00				



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: September 19, 2025

Re: RFB #2024-136 MVP ARENA CHILLER REPLACEMENT -

After review of bids that were submitted for 2024-136-EC - MVP Arena Chiller Replacement, I recommend awarding the contract to Allegiant Electric, LLC as the lowest bidder. The not to exceed total of \$44,760.00 includes the base bid of \$31,600.00 plus a 10% contingency allowance of \$3,160.00 and an additional contingency allowance of \$10,000.00 to ensure uninterrupted completion in the event of unforeseen additional expenses.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 25, 2025

RE: RFB-2024-136 MVP Chiller Replacement – Electrical Contract

I am in receipt of your recommendation to award the aforementioned to Allegiant Electric, LLC in the amount of \$44,760.00. Base Bid of \$31,600 plus 10% Contingency allowance of \$3,160.00 and an additional contingency allowance of \$10,000 to ensure uninterrupted completion in the event of unforeseen additional expenses.

As Allegiant Electric, LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RESOLUTION NO. 9

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE MVP ARENA, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,625,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,625,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake a capital improvement project consisting of the acquisition and installation of additional show power and transformer replacement at the MVP Arena (the “Arena”) in the City of Albany, New York, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$200,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$200,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$200,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$200,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the “Law”), is ten (10) years.

Section 2. The County is hereby authorized to undertake a capital improvement project at the Arena consisting of the acquisition and installation of new network bandwidth, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$250,000 of serial bonds (and bond anticipation

notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$250,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.32 of the New York Local Finance Law (the "Law"), is five (5) years.

Section 3. The County is hereby authorized to undertake a capital improvement project at the Arena consisting of the acquisition, reconstruction and installation of new loading dock, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$425,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$425,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$425,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$425,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 4. The County is hereby authorized to undertake a capital improvement project at the Arena consisting of the acquisition and installation of the East Side Stairwell enclosure, including any necessary site work and the acquisition, reconstruction and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$500,000 of said serial bonds are herein authorized to be

issued, within the limitations of Section 11.00a.12 of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 5. The County is hereby authorized to undertake a capital improvement project at the Arena consisting of various concourse upgrades, which shall include a walk-in cooler and replacement of flooring to the bathroom lobby stairs and kitchen, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$250,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 6. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,625,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 7. The following additional matters are hereby determined and stated:

(a) The facility described above is a class "A" building, as defined in Section 11.00a. (11)(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 8. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said

bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 9. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 10. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 11. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 12. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Sections 1, 2, 3, 4 and 5 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31),

and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

Section 13. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 6 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, 4 and 5 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 14. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 15. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Comisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A. Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky, Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28

Those opposed – 0

Resolution was adopted – 2/13/23

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

MEMORANDUM

TO: David Latina, Commissioner
CC:
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: February 18, 2025
RE: MVP Facility Chiller Replacement
SUBJECT: SEQR Determination

I have reviewed the documentation provided describing the above referenced project as it relates to State Environmental Quality Review (SEQR). According to the information provided, the county will replace the backup facility chiller and ancillary mechanical equipment at the MVP Arena.

As described above, the proposed project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c) subdivision (1)(2). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required at this time.

Contract #: 2025-1425

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 10/03/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: J Mcbain, Inc.

Estimated Amount: 144,440

Scope of Services: Shaker Place Tower Floors 2-4 Removal - Electrical Construction

Budget Line Item: HHX0

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

COUNTY OF ALBANY

BID FORM - EC

BID IDENTIFICATION:

Title: **Shaker Tower Floors 2-4 Removal**
Bid Number: **2025-112**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date	Number
9/5/2025	Add #1
9/16/2025	Add #2
9/16/2025	Add #3

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

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

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Jay McBain
2742 6th Ave
Troy, NY 12180
Phone: 518-272-9376

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

COUNTY OF ALBANY

BID FORM - EC

BID IDENTIFICATION:

Title: Shaker Tower Floors 2-4 Removal
Bid Number: 2025-112

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 15% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

LUMP SUM BASE BID:

\$ 125,600 (a)

15 % CONTINGENCY ALLOWANCE:

\$ 18,840 (b)

TOTAL BID:

(Base Bid + 15% Contingency Allowance)

\$ 144,440

COMPANY:

J. McBain Inc

ADDRESS:

2742 6th AVE

CITY, STATE, ZIP:

Troy NY 12180

TEL. NO.:

518-222-9376

FAX NO.:

518-222-3738

FEDERAL TAX ID NO.:

16-1534752

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

24-63291-CR

REPRESENTATIVE:

JACKIE MCBAIN

E-MAIL:

JACKIE@MCBAINELECTRIC.COM

SIGNATURE AND TITLE

JACKIE MCBAIN President

DATE

9/18/25

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

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

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

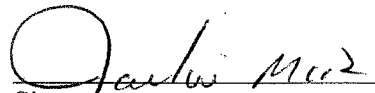
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

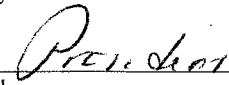
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

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



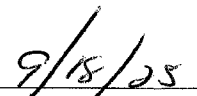
Signature



Title



Company Name



Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

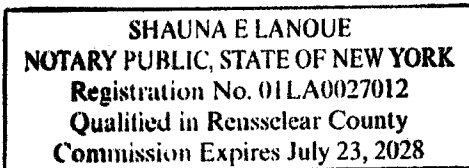
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On this 18 day of September, 20025 before me personally appeared Jackie McBan to me known, who, being by me sworn, did say that he resides at (give address) 1501 NY; that he is the (give title) President of the (name of corporation) J. McBan Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Shauna Lanoue
Notary Public, State of NY

Qualified in Rensselaer County

Commission Expires 7-23-2028

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>J. McBAIR Inc</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>161531752</i> b) DUNS # <i>017069613</i>	
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 <i>2742 6th Ave Troy NY</i>		7. TELEPHONE NUMBER <i>518-272-9374</i>	8. FAX NUMBER <i>518-272-3738</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>JACKIE McBAIR</i> Title <i>President</i> Telephone Number <i>518-272-9374</i> Fax Number <i>518-272-3738</i> e-mail <i>JACKIE@JMcBAIRINC.COM</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>JACKIE McBAIR</i>	TITLE <i>President</i>	b) NAME	TITLE
c) NAME <i>Jay McBAIR</i>	TITLE <i>Vice President</i>	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No
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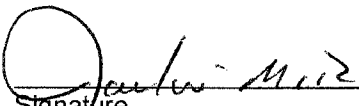
1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

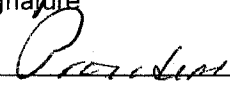
FEIN # 16-1534752

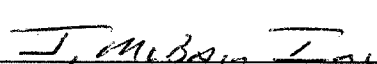
Date _____

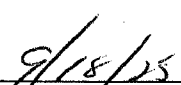
Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- 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


Company Name


Date

ATTACHMENT "E"

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

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

Name of Third Party Entity: J. McBain Inc

Address: 2742 6th Ave Troy NY 12180

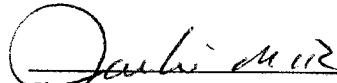
Phone Number(s): 518-222-9326

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

SILAKEN TOWER- Floors 2-4 Removal - EC Contract
112

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

SILAKEN TOWER-


Signature

Jackie McBain
Printed Name

Owner
Title

9/18/15
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 28 years years

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

SEE ATTACHMENT

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

N/A

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

N/A

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

N/A

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

No

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

Coary Construction Worldwide Bonding 1-888-681-7655
DAVE BRUNN M&T BANK - 518-222-2752
Heather Lundy H2 Electric - 860-548-3590

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

J. McBan Inc
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 2742 6th Ave Tay N.Y

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

Jackie McBan - President
Jay McBan - V. President

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner County of Saratoga		Award Date 3-13-2023	Amount 149,100	Date Completed 8-1-2025
	Contact Person Daniel Rourke	Telephone No. 518-664-7396	Designer Architect and /or Design Engineer GPI		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
2.	Agency/Owner National Grid- Clifton Park- Warrensburg		Award Date 5-2024	Amount 45,280	Date Completed 3-2025
	Contact Person Terry Gibson	Telephone No. 518-448-8032	Designer Architect and /or Design Engineer		
	Contract No. 24C027-098	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
3.	Agency/Owner National Grid		Award Date 7-2024	Amount 109,681	Date Completed 3-2025
	Contact Person Terry Gibson	Telephone No. 518-448-8032	Designer Architect and /or Design Engineer Bergman Associates		
	Contract No. 23C027-149	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
4.	Agency/Owner Ballston Spa CSD		Award Date 5-2024	Amount 76,639	Date Completed 11-2024
	Contact Person Frank Jelley	Telephone No. 518-796-5611	Designer Architect and /or Design Engineer C & S Architects		
	Contract No. 24C089	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
5.	Agency/Owner SUNY Albany- Empire Commons		Award Date 10-26-2023	Amount 355,669	Date Completed 8-2024
	Contact Person Patrick Andrew	Telephone No. 914-606-2978	Designer Architect and /or Design Engineer SMRT Architects		
	Contract No. 23C206	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner NYS Thruway Authority		Award Date 10-2023	Amount 393,834	Date Completed 5-2024
	Contact Person Brett Slocum	Telephone No. 518-399-5110	Designer Architect and /or Design Engineer NYS Thruway Authority Construction		
	Contract No. 23C157	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
7.	Agency/Owner Ravena CSD		Award Date 6-2023	Amount 349,482	Date Completed 4-2024
	Contact Person John Sharkey	Telephone No. 845-876-2832	Designer Architect and /or Design Engineer Rhinebeck Architecture		
	Contract No. 23C090	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
8.	Agency/Owner National Grid		Award Date 9-2023	Amount 26,181	Date Completed 1-2024
	Contact Person Beebee Construction	Telephone No. 315-725-2586	Designer Architect and /or Design Engineer Nelson Associates		
	Contract No. 23C027-149	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
9.	Agency/Owner National Grid ERCC		Award Date 1-2023	Amount 1,056,408	Date Completed 9-2023
	Contact Person Doug Mains	Telephone No. 845-443-3615	Designer Architect and /or Design Engineer Nelson Architects		
	Contract No. 23C027-026	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
10.	Agency/Owner National Grid- Hudson		Award Date 10-2023	Amount 586,325	Date Completed 5-2024
	Contact Person Terry Gibson	Telephone No. 518-448-8032	Designer Architect and /or Design Engineer Nelson Architects		
	Contract No. 22C027-124	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Albany County OGS			Award Date 8-15-2025		Completion Date 11-1-2025	
	Contact Person Thomas Stover		Telephone No. 518-447-3020	Designer Architect and /or Design Engineer In-House			
	Contract No. 2025-0873	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount 21,958.12	Amount Sublet to others 0	Uncompleted Amount 18,000	
2.	Agency/Owner National Grid			Award Date 5-14-2025		Completion Date 11-1-2025	
	Contact Person Terry Gibson		Telephone No. 518-449-2220	Designer Architect and /or Design Engineer Nelson Architects			
	Contract No. 25C027-285	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount 268,540	Amount Sublet to others	Uncompleted Amount 206,189	
3.	Agency/Owner Columbia County DMV			Award Date		Completion Date	
	Contact Person Adam Clark		Telephone No. 508-244-2556	Designer Architect and /or Design Engineer			
	Contract No. 25C260	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount 58,490	Amount Sublet to others	Uncompleted Amount 3,250	
4.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes 4 No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

J. McBain Inc
Firm

Dated: 9/18/25

By Jackie McBain
Jackie McBain
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: *SHAKER-TOWER. 2-nd FLOOR Removal*

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

Firm: *J. McBain Inc.*

By: *Jackie McBain*
(Signature)

Jackie McBain
(Typed)

Title: *President*

Date: *9/18/05*

WE ARE YOUR DOL



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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

J. McBain, Inc.
2742 6th Ave

Troy, New York 12180

Phone Number: 5182729376

Registration Number: 24-63ZQI-CR

Date of Issue: 2024-11-19

Expiration Date: 2026-12-29

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

Roberta Reardon
Commissioner
New York State Department of
Labor



Tri-City Joint Apprenticeship and Training Committee, Inc.

RICHARD L. CATALDO - DIRECTOR

428 OLD NISKAYUNA ROAD

LATHAM, NEW YORK 12110-1569

TELEPHONE (518) 785-5167 FAX (518) 786-3588

www.tricityjatc.org



ALBANY ELECTRICAL CONTRACTORS ASS'N.

NECA ALBANY CHAPTER

ELECTRICAL CONTRACTORS CENTER

16 WADE ROAD

LATHAM, NEW YORK 12110

SPONSORED BY

LOCAL 236 - IBEW, ALBANY, N.Y.

3000 TROY-SCHENECTADY ROAD

SCHENECTADY, NEW YORK 12309

October 29, 2015

To whom it may concern:

RE: McBain Electric

McBain Electric is recognized by the Tri-City JATC, Albany NECA, and IBEW Local Union # 236 as a participating Employer in our NYS Registered apprenticeship program.

Please feel free to contact our office with any questions or concerns.

Respectfully yours,

A handwritten signature in cursive script that reads "Richard L. Cataldo".

Richard L. Cataldo

Training Director

RC:en



New York State Department of Labor
Andrew M. Cuomo, Governor
Peter M. Rivera, Commissioner

December 13, 2013

Mr. Richard L. Cataldo
Training Director
Tri-City Electricians JATC LU #236
428 Old Niskayuna Road
Latham, New York 12110

Sponsor/ATP Code: 20141 / 17072

Dear Mr. Cataldo:

We have reviewed and approved your area-wide public recruitment proposal for the Electrician trade. **For your convenience, the Department will post these openings on the New York State Job Bank.**

Approved recruitment dates (including any special instructions) are **January 1, 2014 through December 31, 2014.**

☒ For continuous recruitment, you should submit your next recruitment request to your Apprentice Training Representative (ATR) at least 60 days prior to the start of your next recruitment cycle.

☐ For periodic recruitment, your list will be valid for two years or until it is exhausted.

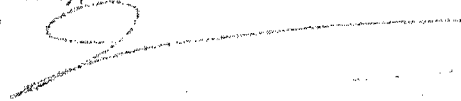
Recruitment Reminders

1. **Written requests for recruitment must be forwarded to your Apprentice Training Representative (ATR):** Sponsors must provide a written request for an area-wide, public recruitment to their ATR. The written request must contain the following information:

- Number of anticipated openings, and the minimum qualifications for eligibility;
- The dates, times, and location(s) where applications will be available;
- The procedure that will be used if conducting a limited application recruitment; and
- The beginning apprentice hourly wage rate and the journeyworker hourly wage rate.

2. Written requests must be submitted to your ATR at least 60 days prior to the start of the recruitment.
3. If a specific recruitment period is selected, it must include at least ten consecutive working days. The list of eligible candidates resulting from a periodic recruitment will be valid for a minimum of two years or until the pool is exhausted. A list is exhausted when it no longer has eligible candidates, or when it is determined that there are fewer minorities and/or women candidates remaining than would reasonably be expected in view of the Labor Force Analysis from the Affirmative Action Plan (AT603). Each new recruitment requires a request to the New York State Department of Labor for approval.
4. For a continuous recruitment, applications are accepted throughout the year at least one day per month. Candidates remain in the eligibility pool for a minimum of two years.

Sincerely,



Jane Thompson
Director,
Apprenticeship Training

cc: Daniel Paris
DEWS Locations/One Stop Managers
Tunisha Walker, EEO
Russell Oliver, DOL Test Administration



New York State Department of Labor

Apprentice Training Program Registration Agreement

Wage Revision Increase To JW Rate

Revision ☒ (nature of change)

RECEIVED

AUG 27 2013

State Use Only	
AT sponsor no.	20141
ATP code	17-072
Effective date of AT program	6/1/1989

1. Name of sponsor: Tri-City JATC Local Union 238
CENTRAL OFFICE
2. Mailing address: 428 Old Niskayuna RD. Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
3. Actual address: Same as above
(number & street) (city) (state) (zip code) (county)
4. Telephone no.: 518 785-5167
(telephone #) (ext. #) (fax #) 518 786-3588
5. Trade/Occupation: Electrician
6. No. employees: 1077 No. apprentices: 227 No. journeyworkers: 1072 7. Ratio: 1:1, 1:3
(non-standard) ☐
8. ISC code: 824.261-010 9. DOT code: 824.261-010 10. Length of program: 60 months
11. Apprentices probationary period: 12 Months 12. Work process: Standard ☒ or Revised ☐
13. Minimum journeyworker rate: \$34.50 per hour 14. Effective date of wages: 6/1/13
15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐ H ☐ 1000	M ☐ H ☐ 2000	M ☐ H ☐ 3500	M ☐ H ☐ 5000	M ☐ H ☐ 6500	M ☐ H ☐ 8200	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
40% SAT Proges	45% Comp 1st Yr.	50% Comp 2nd Yr.	60% Comp 3rd Yr.	70% Comp 4th Yr.	80% Comp 5th Yr.				

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

17. Richard Cataldo 8/15/13
Signature of official sponsor representative Date
Richard Cataldo, Training Director
Print name and title

18. Joseph H. Hlat 8/15/13
Signature of union representative Date
Joseph Hlat, Membership Devel. #236
Print name, title, and union name

19. [Signature]
Signature New York State Department of Labor

12/4/13
Date

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***J. McBain, Inc.****2742 6th Ave.****Troy, NY 12180****SURETY:***(Name, legal status and principal place of business)***LEXINGTON NATIONAL INSURANCE CORPORATION****P.O. BOX 6098****LUTHERVILLE, MD 21094**

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

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

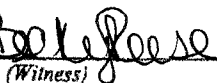
OWNER:*(Name, legal status and address)***Albany County, Director of Finance****112 State Street, Room 820****Albany, NY 12207****BOND AMOUNT: Five Percent of Contract Amount (5%)****PROJECT:***(Name, location or address, and Project number, if any)*
Shaker Towers Floors 2-4 Removal EC Contract

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

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

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

Signed and sealed this **18th** day of **September, 2025**

(Witness)
*(Witness)***Becky Reese****J. McBain, Inc.***(Principal)*
*(Title)**(Seal)***LEXINGTON NATIONAL INSURANCE CORPORATION***(Surety)*
*(Title)**(Seal)***Gary A. Cardinale, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

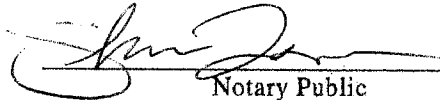
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ACKNOWLEDGMENT OF PRINCIPAL

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On the 18 day of September in the year 2025, before me, the undersigned, personally appeared Joskie M. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

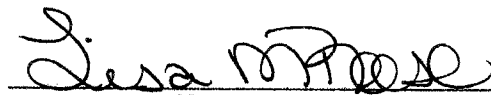

Notary Public

ACKNOWLEDGMENT OF SURETY

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

SHAUNA E LANOUE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA0027012
Qualified in Rensselaer County
Commission Expires July 23, 2028

On the 18th day of September in the year 2025, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)	\$8,268,521
Common Stocks (Market Value)	4,473,985
Mortgage Loans on Real Estate	6,440,985
Real Estate - Properties held for sale	- 0 -
Cash & Bank Deposits	22,595,167
Unpaid Premiums & Assumed Balances	1,770,033
Net Deferred Tax Asset	363,138
Receivable for parent	52,719
Electronic Data Processing Software	93,886
Interest & Dividends Due and Accrued	85,802
Funds Held in Escrow Accounts	<u>104,900,430</u>
TOTAL ASSETS	<u>\$149,044,666</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses)	\$1,348,000
Commissions Payable	145,510
Other Expenses (Excluding taxes, licenses and fees)	281,968
Taxes, Licenses & Fees (Excluding Federal Income Tax)	307,968
Current Federal Income Taxes	78,019
Unearned Premiums	14,388,809
Advance Premiums	354,067
Reinsurance Payable	465,117
Provision for reinsurance	292,389
Payable To Parent	182,604
Deferred Ceded Commission	2,501,216
Accounts Withheld by Company for Account of Others	<u>105,651,421</u>

TOTAL LIABILITIES	<u>\$125,997,088</u>
-------------------	----------------------

Common Capital Stock	3,483,940
Gross Paid-in & Contributed Surplus	- 0 -
Unassigned Funds (Surplus)	19,967,830
Treasury Stock	<u>(404,192)</u>

Surplus as Regards Policyholders	<u>23,047,578</u>
----------------------------------	-------------------

TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$149,044,666</u>
--	----------------------

I, Kim Marzullo, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my
hand and affixed the seal of the
Company seal this 5th day of March 2025

LEXINGTON NATIONAL INSURANCE CORPORATION

Kim Marzullo

Kim Marzullo, Vice President

IMPORTANT NOTICE - THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Salvatore Cardinale, Gary A Cardinale, Joseph V Cardinale

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, Chief Executive Officer



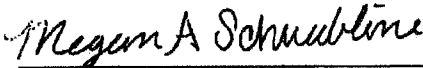
State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.


Lisa R. Slater, Secretary

Attached to bond signed this 18th day of September, 2025

RFB #2025-112				
Shaker Tower 2-4 Removal Project				
September 18, 2025 @11:00am				
ELECTRICAL CONSTRUCTION				
Vendor:	McBain Electric			
LUMP SUM BASE BID:	\$125,600.00			
15% CONTINGENCY ALLOWANCE:	\$18,840.00			
TOTAL BID: (Base Bid + 15% Contingency Allowance)	\$144,440.00			



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent
From: David M. Latina, Commissioner
Date: September 30, 2025
Re: RFB #2025-112 SHAKER TOWER FLOORS 2-4 REMOVAL

I have reviewed the bids received for RFB #2025-112 SHAKER TOWER FLOORS 2-4 REMOVAL. As the lowest of the responsive bidder for each component, I recommend awarding the contracts as follows:

GC to MJ's Contracting Services, Inc. – Not to exceed total of \$1,097,962.50
>(base bid of \$954,750 plus 15% contingency of \$143,212.50)

MC to Eckert Mechanical, LLC – Not to exceed total of \$324,528
>(base bid of \$282,198 plus 15% contingency of \$42,330)

PC to DiGesare Mechanical - Not to exceed total of \$233,450
>(base bid of \$203,000 plus 15% contingency of \$30,450)

EC to J. McBain Electric– Not to exceed total of \$144,440
>(base bid of \$125,600 plus 15% contingency of \$18,840)

FSC to DiGesare Mechanical - Not to exceed total of \$78,660
>(base bid of \$68,400 plus 15% contingency of \$10,260)

Required Legislative and CAB authorizations will be obtained.

The projected term will be December 01, 2025 through November 30, 2026

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill
Purchasing Agent

DATE: October 1, 2025

RE: RFB #2025-112 Shaker Tower Floors 2-4 Removal

I am in receipt of your recommendation to award the aforementioned to J. McBain Electric in the amount of \$144,440.00.

As J. McBain Electric is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28*

Those opposed – 0

Resolution was adopted – 2/13/23

Contract #: 2025-1426

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 10/03/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Condor Fire Sprinkler

Estimated Amount: 78,660.00

Scope of Services: Shaker Place Tower Floors 2-4 Removal - Fire Sprinkler Construction

Budget Line Item: HHX0

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

COUNTY OF ALBANY

BID FORM - FSC

BID IDENTIFICATION:

Title: Shaker Tower Floors 2-4 Removal
Bid Number: 2025-112

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date	Number
9/5/2025	#01
9/16/2025	#02
9/16/2025	#03

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Condor Fire Sprinkler Co., LLC. c/o Thomas Holmes

3434 Carman Road

Schenectady, NY 12303

Phone: 518-356-2224

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

BF2

COUNTY OF ALBANY

BID FORM - FSC

BID IDENTIFICATION:

Title: Shaker Tower Floors 2-4 Removal
Bid Number: 2025-112

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 15% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

LUMP SUM BASE BID: \$ 68,400.00 (a)

15 % CONTINGENCY ALLOWANCE: \$ 10,260.00 (b)

TOTAL BID:
(Base Bid + 15% Contingency Allowance)

\$ 78,660.00

COMPANY: Condor Fire Sprinkler Co., LLC

ADDRESS: 3434 Carman Road

CITY, STATE, ZIP: Schenectady, NY 12303

TEL. NO.: 518-356-2224

FAX NO.: 518-356-5529

FEDERAL TAX ID NO.: 01-0656498

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

24-635DU-CR

REPRESENTATIVE: Thomas Holmes

E-MAIL: tom@digesaregroup.com

SIGNATURE AND TITLE  Thomas Holmes / Vice President

DATE 9/4/2025

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.

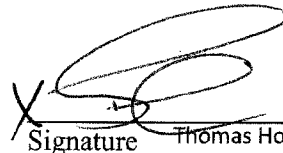
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 Thomas Holmes

Vice President

Title

Condore Fire Sprinkler Co., LLC

Company Name

9/4/2025

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 4th day of September, 20025, before me personally appeared Thomas Holmes to me known, who, being by me sworn, did say that he resides at (give address) Amsterdam, NY; that he is the (give title) Vice President of the (name of corporation) Condor Fire Sprinkler Co., LLC, 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.

Nicole Manginelli
Notary Public, State of New York
No. 01MA6421561
Qualified in Montgomery County
Commission Expires September 7, 2029
2029

Nicole Manginelli
Notary Public, State of New York
Qualified in Montgomery County
Commission Expires 9/7/2029

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: Condor Fire Sprinkler Co., LLC ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME Condor Fire Sprinkler Co., LLC		3. IDENTIFICATION NUMBERS a) FEIN # 01-0656498 b) DUNS # 12-9682394
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://www.digesaregroup.com/fire-protection
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3434 Carman Road Schenectady, NY 12303	7. TELEPHONE NUMBER 518-688-0809	8. FAX NUMBER 518-356-5529
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Kristine Ruggaber Title Project Assistant Telephone Number 518-356-2224 Ext 117 Fax Number 518-356-5529 e-mail kristine@digesaregroup.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME David DiGesare	TITLE President	b) NAME Thomas Holmes TITLE Vice President
c) NAME Michael DiGesare	TITLE Treasurer/Secretary	d) NAME TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

FEIN # 01-0656498

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 Thomas Holmes

Vice President

Title

9/4/2025

Date

Condor Fire Sprinkler Co., LLC

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: Condor Fire Sprinkler Co., LLC

Address: 3434 Carman Road
Schenectady, Ny 12303

Phone Number(s): 518-688-0809

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

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

X 

Signature

Thomas Holmes
Printed Name

Vice President
Title

9/4/2025
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 23 years

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

<u>1. 112 State Street - 11th Floor Renovation</u>	<u>Completion Date 5/13/2025</u>
<u>Albany County Office Building</u>	
<u>112 State Street Albany, NY 12207</u>	<u>Contract Price: \$186,620</u>
<u>Michael Martin michael.martin@albanycountyny.gov</u>	<u>Phone (518)-447-7032</u>

<u>2. Capital District Juvenile Detention Facility</u>	<u>Project #18077 Completion Date: 3/25/25</u>
<u>838 Albany Shaker Road</u>	
<u>Loudonville, NY 12211</u>	<u>Contract Price: \$496,000</u>
<u>William VanNostrand Jr. wvannostrand@golbaneco.com</u>	<u>Phone: (838)895-5382</u>

<u>3. DASNY Psych Center Building 108 Addition PLUMBING</u>	<u>Completion Date: 9/16/2025</u>
<u>9005 Old River Road</u>	
<u>Marcy, NY 13403</u>	<u>Contract Price: \$235,900</u>
<u>DASNY PM: Nicholas Huestis NHuestis@dasny.org</u>	<u>Phone: (518) 257-3281</u>

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

See attachment B

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

Gallagher Insurance_30 Century Hill Dr., Albany, NY 12110_Jaymie Columbus_518-391-2219

Capital Bank & Trust_132 State St., Albany, NY_Kevin Harrington_518-433-5830

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Will provide if low bidder

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

Condor Fire Sprinkler Co., LLC
Correct Name of Bidder

(a) The business is a: Fire Protection service contractor

(b) The address of principal place of business is: 3434 Carman Road, Schenectady, NY 12303

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

David DiGesare - President

Michael DiGesare - Treasurer/Secretary

Thomas Holmes - Vice President

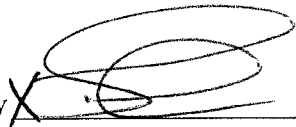
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Condor Fire Sprinkler Co., LLC

Firm

Dated: 9/4/2025

By 

Thomas Holmes / Vice President

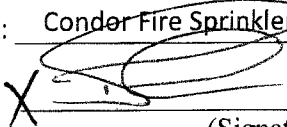
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Shaker Tower Floors -4 Removal
 Bid Number: 2025-112

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

Firm: Conder Fire Sprinkler Co., LLC

By: 
(Signature)

Thomas Holmes
(Typed)

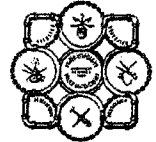
Title: Vice President

Date: 9/4/2025



NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND • PENSION FUND

8000 CORPORATE DRIVE • LANDOVER, MD 20785



TELEPHONE
(301) 577-1700

WELFARE FUND TRUSTEES

LANCE GUNNELLS, Secretary
ROB VINCENT
MARTIN CORCORAN
STEVE ULMER
SHANE RAY
JOSHUA SAVITZ, Alternate

ROBERT J. COOPER, JR, Chairman
PETER GIBBONS
KEVIN BELLEW
KRISTOPHER D. WINGET
CARL J. WESTBY
TRINIDAD J. URIBE, III, Alternate

PENSION FUND TRUSTEES

LANCE GUNNELLS, Secretary
ROB VINCENT
MARTIN CORCORAN
STEVE ULMER
SHANE RAY
JOSHUA SAVITZ, Alternate

ROBERT J. COOPER, JR, Chairman
WAYNE MILLER
KRISTOPHER D. WINGET
CARL J. WESTBY
JEFF DIXON
JASON OLLIGES, Alternate

TOLL FREE
(800) 638-2603

ANNA E. BOSMANS, Administrator

September 5, 2025

Condor Fire Sprinkler Company, LLC-11604

3434 Carman Rd., Ste. 101

Schenectady, NY 12303-5348

To Whom It May Concern,

This letter is to confirm that Condor Fire Sprinkler Company, LLC has reported and made contributions to these Fringe Benefit Funds for the months of January-July 2025.

Sincerely,

Cathy Varelli

Senior Contributions Analyst

cvarelli@nasifund.org

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.1: List all current uncompleted construction contracts:

1.		Agency/Owner NYS OGS Elmira PC Provide Security Ceilings	Telephone No. 607-734-0592	Designer Architect and /or Design Engineer	Award Date 3/8/22	Completion Date 5/1/25
	Contract Person Valent Lata (EIC)					
	Contract No. 45951N	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$347,792.00	Amount Sublet to others \$0.00	Uncompleted Amount \$71,825.00	
2.		Agency/Owner DASNY/ CNY Psych Center Building 108 Addition	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer	Award Date 3/28/24	Completion Date 7/31/25
	Contact Person DiGesare Mechanical/ Thomas Holmes					
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$235,900.00	Amount Sublet to others \$0.00	Uncompleted Amount \$8,000.00	
3.		Agency/Owner DASNY/ SUNY New Paltz Bliss Hall	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer	Award Date 4/10/24	Completion Date 8/30/25
	Contact Person DiGesare Mechanical/ Thomas Holmes					
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$139,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$80,800.00	
4.		Agency/Owner NYS OGS Sheridan Hollow Parking Facility	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer	Award Date 8/22/23	Completion Date 10/29/25
	Contact Person Thomas Holmes					
	Contract No. 46095P	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$1,109,005.00	Amount Sublet to others \$0.00	Uncompleted Amount \$463,570.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.1: List all current uncompleted construction contracts:

5.		Agency/Owner Colonie Pure Waters Operational Facility	Telephone No. 857-415-3899	Designer Architect and /or Design Engineer	Award Date 8/31/23	Completion Date 6/30/25
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$110,700.00	Amount Sublet to others \$0.00	Uncompleted Amount \$56,855.00	
6.		Agency/Owner Town of Milton Highway Garage Ph 2	Telephone No. 518-452-1290	Designer Architect and /or Design Engineer	Award Date 6/6/24	Completion Date 12/31/25
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$214,935.00	Amount Sublet to others \$0.00	Uncompleted Amount \$208,450.00	
7.		Agency/Owner Oneida County Office Building 7 th Floor	Telephone No. 315-793-6232	Designer Architect and /or Design Engineer	Award Date 1/15/24	Completion Date 6/30/25
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$161,300.00	Amount Sublet to others \$0.00	Uncompleted Amount \$1,350.00	
8.		Agency/Owner SUCF/ Former Albany HS Ph VI North Wing	Telephone No. 518-512-5484	Designer Architect and /or Design Engineer	Award Date 10/2/24	Completion Date 12/31/25
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$628,300.00	Amount Sublet to others \$0.00	Uncompleted Amount \$604,800.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner NYS OGS GNARESP Concrete Repairs	Award Date 3/27/24	Completion Date 1/30/26
	Contact Person Thomas Holmes	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer
	Contract No. 47209P	Prime or Sub Sub	Joint Venture (JV) Name, if applicable EIN of JV, if applicable
		Total Contract Amount \$396,000.00	Amount Sublet to others \$0.00
	Agency/Owner Washington County Fort Ann DPW Facility	Award Date 3/27/24	Completion Date 9/30/25
	Contact Person Thomas Holmes	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable EIN of JV, if applicable
		Total Contract Amount \$149,000.00	Amount Sublet to others \$0.00
		Uncompleted Amount \$190,400.00	Uncompleted Amount \$144,500.00

Grand Total All Uncompleted Contracts \$1,830,550.00

WE ARE YOUR DOL



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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Condor Fire Sprinkler Co., LLC

3434 Carman Road

Schenectady, New York 12303

Phone Number: 5186880809

Registration Number: 24-635DU-CR

Date of Issue: 2024-12-03

Expiration Date: 2026-12-29

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

Roberta Reardon

Roberta Reardon

Commissioner

New York State Department of

Labor



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Condor Fire Sprinkler Co., LLC
3434 Carman Road
Schenectady, New York 12303

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
c/o CNA Surety, 151 N. Franklin St.
Chicago, Illinois 60606

OWNER:

(Name, legal status and address)
Director of Finance, Albany County
112 State Street
Albany, New York 12207

BOND AMOUNT: Five Percent of the Attached Bid (5%)

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

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

PROJECT: RFB #2025-112, Shaker Tower Floors 2-4 Removal Project, Shaker Place Rehabilitation and Nursing Center,
(Name, location or address, and Project number, if any)
100 Heritage Lane, Albany, NY 12211, Fire Protection

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

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

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

Signed and sealed this 10th day of September, 2025


(Witness)


(Witness) Yendrica Nunez

Condor Fire Sprinkler Co., LLC

(Principal)

(Seal)

(Title) Thomas Holmes, Vice President

Western Surety Company

(Surety)

(Seal)

(Title) Jaymie Patricia Columbus, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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261110

INDIVIDUAL

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NEW YORK
COUNTY OF ALBANY } ss

On this 10th day of September, 2025, before me personally appeared Thomas Holmes to me known, who, being by me first duly sworn, did depose and say that he/she resides in Amsterdam, New York; that he/she is the Vice President of Condor Fire Sprinkler Co., LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

NICOLE MANGINELLI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6421561
Qualified in Montgomery County
Commission Expires September 07, 2029

Nicole Manginelli

Notary Public

SURETY

STATE OF NEW YORK
COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie Patricia Columbus Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 10th day of September, A.D. 2025.

Kayley Klinkel
Notary Public, State of New York
Reg. No. 01KL0014828
Qualified in Schenectady County
Commission Expires 10/24/2027

Kayley Klinkel

Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	<u>\$ 2,175,361,957</u>

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

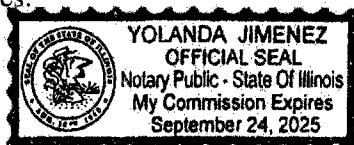
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Grasso, Charles C Leach, Jaymie Patricia Columbus, Kimberly Ritchie, Kayley Klinkel, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of May, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of May, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of September, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

RFB#2025-112						
Shaker Tower 2-4 Removal Project						
September 18, 2025 @11:00am						
FIRE SPRINKLER CONSTRUCTION						
Vendor:		Condor Fire Sprinkler Company				
LUMP SUM BASE BID:		\$68,400.00				
15% CONTINGENCY ALLOWANCE:		\$10,260.00				
TOTAL BID: (Base Bid + 15% Contingency Allowance)		\$78,660.00				



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O'Neill, Purchasing Agent
From: David M. Latina, Commissioner
Date: September 30, 2025
Re: RFB #2025-112 SHAKER TOWER FLOORS 2-4 REMOVAL

I have reviewed the bids received for RFB #2025-112 SHAKER TOWER FLOORS 2-4 REMOVAL. As the lowest of the responsive bidder for each component, I recommend awarding the contracts as follows:

GC to MJ's Contracting Services, Inc. – Not to exceed total of \$1,097,962.50
>(base bid of \$954,750 plus 15% contingency of \$143,212.50)

MC to Eckert Mechanical, LLC – Not to exceed total of \$324,528
>(base bid of \$282,198 plus 15% contingency of \$42,330)

PC to DiGesare Mechanical - Not to exceed total of \$233,450
>(base bid of \$203,000 plus 15% contingency of \$30,450)

EC to J. McBain Electric – Not to exceed total of \$144,440
>(base bid of \$125,600 plus 15% contingency of \$18,840)

FSC to Condor Fire Sprinkler LLC - Not to exceed total of \$78,660
>(base bid of \$68,400 plus 15% contingency of \$10,260)

Required Legislative and CAB authorizations will be obtained.

The projected term will be December 01, 2025 through November 30, 2026

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 16, 2025

RE: RFB #2025-112 Shaker Tower Floors 2-4 Removal

I am in receipt of your recommendation to award the aforementioned to Condor Fire Sprinkler LLC in the amount of \$78,660.00

As Condor Fire Sprinkler LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28*

Those opposed – 0

Resolution was adopted – 2/13/23

Contract #: 2025-1428

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 10/03/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Gemsys LLC

Estimated Amount: 29,615.00

Scope of Services: Mold & Asbestos Remediation 165 Game Farm Rd, Berne, NY 12023

Budget Line Item: CAPIT

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

DIGITAL SIGNATURE PAGE

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

**MOLD
REMEDIATION
PROJECT
PROPOSAL**



PREPARED BY
MATT GOLEMBOSKI, OWNER
CLEANBRIGHT SURFACE RESTORATION
(O) 518-608-6242 (C) 607-222-5370

PROPERTY DETAILS

Owner Name	Albany County Department of General Services
Address	165 Game Farm Rd, Berne, NY 12023
Email	david.v.latina@albanycountyny.gov (David Latina)
Telephone	518-469-7851 (David Latina)
Mold Assessor	Alpine Environmental Services
Realtor	



SCOPE OF WORK

Site Notes:

- *****All work to be performed at prevailing wage rates.**
- **Great Room, water damage and mold growth around perimeter of fireplace at ceiling.**
- **Great room mold remediation estimated to take 3-5 days to complete.**
- **Rear west bedroom closet, water damage and mold, asbestos containing materials.**
- **Asbestos abatement estimated to take 3 days: site prep set up day 1, abatement day 2, breakdown day 3.**
- *****We do sub out our asbestos work to Lucas Environmental Services LLC, license # 124431**

Great Room Mold Remediation

- **Set up & Preparation**
 - All employees involved will be wearing the proper PPE as needed (Tyvek suits, respirators, rubber gloves)
 - Set up containment area with poly sheathing around the fireplace perimeter, floor to ceiling. Install zipper door for access in and out.
 - Install floor protection.
 - Install plastic sheathing around the fireplace stone as needed.
 - Set up scaffolding as needed.
 - Set up and run 2-3 HEPA air filtration units for the duration of the mold remediation.
 - Set up and run commercial dehumidifiers as needed for below scope.
- **Demo**
 - Bring in 12 yd dump for debris removal.
 - Remove and dispose of mold contaminated sheetrock 8-12' around all 4 sides of the fireplace.
 - Bag and remove all mold contaminated insulation from the cavities.
 - All debris will be loaded into dump.
 - Thoroughly vacuum all exposed cavities and work area.
- **Treat rafters/studwork/joists with Fiberlock Shockwave Disinfectant and Cleaner**
 - HEPA vac wood sheathing/rafters/joists/framing.
 - Fiberlock Shockwave is an EPA-registered disinfectant, sanitizer, and cleaner designed specifically for mold remediation contractors.
 - After Shockwave has been applied to moldy areas, agitate with brushes.
 - If staining remains after disinfecting, apply Fiberlock Stain remover. Please note: stain removers do have a fairly strong scent that will typically dissipate from the home in 4-6 hours.



- **Encapsulate with AfterShock Fungicidal Coating**
 - After pre-cleaning the exposed rafters, all rafters and joists will be encapsulated with AfterShock Fungicidal Coating.
 - AfterShock is an EPA-registered antimicrobial coating designed to kill residual mold and mildew remaining after pre-cleaning contaminated surfaces. It also inhibits the future growth and spread of mold and mildew on the cured film surface.
 - AfterShock is applied using a paint sprayer, goes on white and dries white.

Great Room Ceiling Sheetrock

- **Ceiling sheetrock repair**
 - Following mold remediation, install new sheetrock in ceiling area where removed around fireplace. Install ½" or 5/8" rock to match existing.
 - Install approx. 800sq ft of new sheetrock around the fireplace.
 - Tape/mud/sand 3 applications with adequate dry time in between.
 - Finish will be paint ready
 - Final Clean up

West Bedroom Closet Asbestos Abatement

- **West Bedroom Closet, approx. 150sq. ft of ACM**
- Day 1:
 - Posting of the required building notices.
 - Install of a small project contamination & waste out system for worker protection.
 - Preparation of work area in accordance with IRC56 regulations.
- Day 2:
 - Abatement of 150sq. ft. asbestos containment joint compound/sheetrock located in closet.
 - HEPA vacuuming of floor/wall/ceiling surfaces within the asbestos abatement work area.
 - Wet wiping with surfactant of floor/wall/ceiling surfaces within the asbestos abatement area.
 - Regulated waste disposal of all asbestos containing materials generated during abatement.
- Day 3:
 - Site breakdown.



COST OF PROJECT

Asbestos Abatement Cost	\$8,965.00
Mold Remediation Cost	\$8,650.00
Sheetrock Install	\$12,000.00
Albany County Sales Tax (8%)	TAX EXEMPT
Total Project Cost	\$29,615.00
CleanBright Surface Restoration does require a 50% down payment to be scheduled.	\$14,807.50
Balance of project is due following clearance.	\$14,807.50

CONTRACT & SCHEDULING

Thank you for considering us for your restoration project.

Please do not hesitate to reach out to us with any questions you may have.

Office Phone: 518-608-6242

Cell Phone: 607-222-5370

Email: matt@cleanbrightsurfaces.com

If you'd like our team to provide the outlined scope of work, please sign and date below to move forward with scheduling.

Authorized Signature	
Date	

CleanBright Signature	
Date	



NYS MOLD CONTRACTOR LICENSE

WE ARE YOUR DOL



Department
of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12225

MOLD REMEDIATION CONTRACTOR LICENSE

GEMSYS, LLC
DBA: CleanBright Surface Restoration
29 Garling Drive
Latham, New York 12110

License Number: 24-6ZY18-SHMO
Date of Issue: 2024-02-23
Expiration Date: 2026-01-31

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

For the Commissioner of Labor

Amy Phillips, Director Division of
Safety and Health



Atlantic

Contracting and Specialties

1 Harrison Street PO Box 844 Troy, NY 12181

Irex Contracting Group

Phone: 518-272-2715
FAX: 518-272-0380

09/04/2025

Proposal #0925-03

Albany County
Dept. of General Services
112 State Street
Albany, NY 12208
Attn: David Latina

Scope of work:

- Removal and disposal of Closet Walls(150sf) as a Small Size Asbestos Project and Removal of Mold Affected Ceiling(700sf) in the Great Room with putting a half inch of sheetrock back in it's place at the location known as 165 Game Farm Road, Berne NY

Removal and Disposal: \$ 30,000.00

Clarifications:

- Owner/General Contractor to supply building permit, if required
- Supply licensed and qualified Supervision & manpower for removal
- Supply Asbestos G.L. & W.C. insurance certificates
- Removals based on quantities listed above
- Removals based on one mobilization
- Owner to remove all salvage and non-contaminated items in and around the buildings prior to abatement/demolition
- Replacement of materials not included
- Provide Close-out paperwork as required or upon request
- Removals and disposal are performed according to all state and federal regulations
- **Sales tax**, if applicable, is a separate item unless the proper tax-exempt or capital improvement documentation is provided
- Owner or G.C. to provide free and ready access to work area, utilities and able secure staging area
- Standard payment terms are due upon receipt of invoice
- Weekend, Holiday, or Overtime ordered by the contractor or owner to be considered an extra charge
- Any extra disposal, off specification charges or other work performed beyond the scope of work, unless otherwise agreed to in writing, will be billed at **Atlantic Contracting & Specialties** standard T & M rates
- This proposal will remain in effect for 30 days

If you have any questions, feel free to call Sergio Proietti at 518-788-3536 or E-mail
sproietti@atlanticcontracting.com

This proposal is expressly conditioned upon (a) customer entering into a written contract with Atlantic Contracting & Specialties not later than thirty days hereof, and, (b) Atlantic Contracting & Specialties' review and expressed written acceptance of all terms and conditions of all other contracts and any other document binding on Atlantic Contracting & Specialties. Unless both of the foregoing conditions are satisfied in full, this proposal will be null and void and customer will have no claims against Atlantic Contracting & Specialties arising out of or resulting from this proposal

Atlantic

Contracting and Specialties

1 Harrison Street PO Box 844 Troy, NY 12181

Irex Contracting Group

Phone: 518-272-2715

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Contractors - Thermal Insulation - Asbestos, Lead, & Mold Remediation



August 20, 2025

Mold Remediation Work Plan

165 Game Farm Rd.

Berne NY 12023



Prepared for:

**Albany County Department of General Services
112 State Street
Albany, New York 12207**

Prepared by:

**Matthew Fiore
NYS Certified Mold Assessor (#23-6IC19-SHMO)
Alpine Environmental Services, Inc.
438 New Karner Rd. Albany NY**

Project# 25-31135-I

SPECIFICATION:

1. Inspection Findings

Location of Inspection: 165 Game Farm Rd., Berne NY 12023

Client: Albany County DGS

Alpine Project #: 25-31135-I

Date(s) of Inspection: August 14, 2025

Material or Area Inspected: 1st floor

Mold and Water Damaged Materials Discovered: Mold/water damage was observed on drywall/joint compound ceiling in the Great Room (~690 Sqft recommended to be removed).
Mold/water damage was observed on the drywall/joint compound in the west bedroom closet and also tested positive for asbestos (~150 Sqft recommended to be removed).

Asbestos Containing Materials to be Removed: Joint compound/drywall in the west bed room closet (~150 Sqft)

Non-Asbestos Containing Materials Tested: Joint compound/drywall ceiling in the Great Room (~690 Sqft)

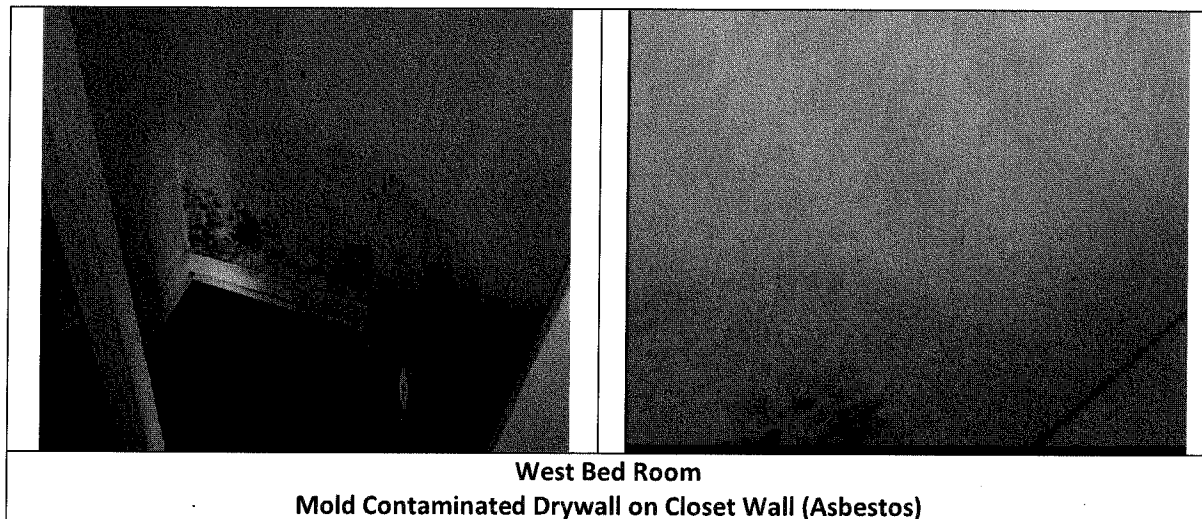
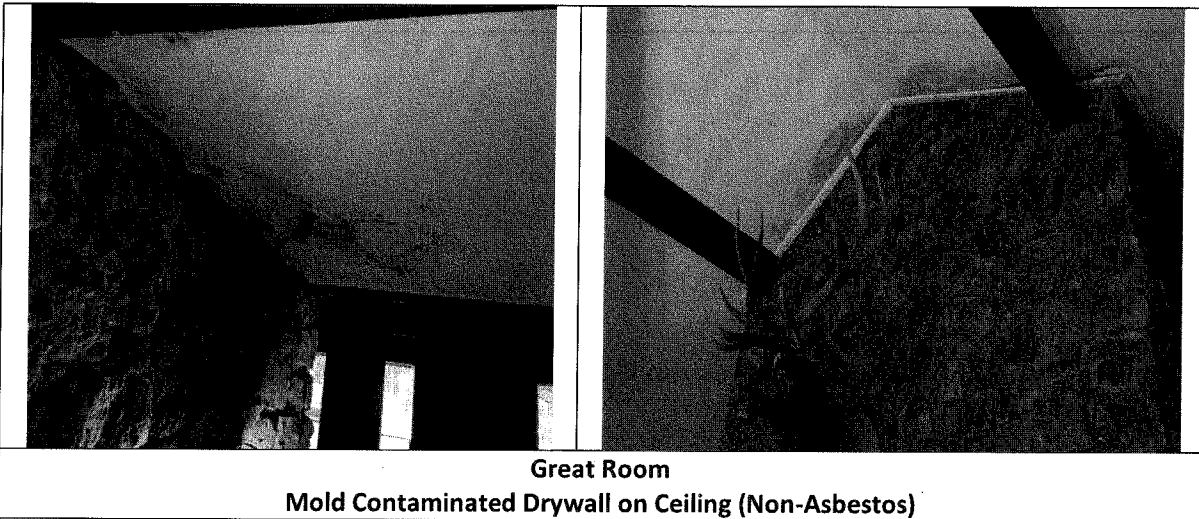
Inspection Performed By: Alpine Environmental Services, Inc.

Inspector(s): Matthew Fiore
NYS Department of Labor Certified Mold Assessor (#23-6IC19-SHMO)
NYS DOL Certified Asbestos Inspector (#23-6LIX4-SHAB)

Structure Description: The building was a one-story wood structure with a pitched asphalt shingle roof and a basement. The first floor great room consisted of hardwood floors with wood paneled walls and a drywall ceiling.

Visual Inspection: Mold contaminated drywall was observed in the Great Room around the fire place chimney area. Some elevated moisture up to 80 on the relative scale was present in parts of this drywall but the roof had reportedly been fixed previously. Fiberglass insulation was observed in the attic space.

Pictures below are representative and do not show all water damaged/mold areas:



2. SCOPE OF WORK

Any additional moisture infiltration shall be brought to the attention of the Client.

ASBESTOS

Asbestos containing materials (ACM) are identified to be removed. In the case that any other suspect asbestos material not previously sampled is found that will be disturbed during remediation, all work must stop and either the material assumed to contain asbestos, or Alpine should be contacted to sample and consult. Air monitoring will be contracted separately, as required by New York State Asbestos Regulations, ICR 56, as needed to support asbestos abatement activities if needed.

MOLD

All mold remediation work (non-asbestos work) shall be performed in compliance with 12 NYCRR Article 32 pertaining to mold remediation.

All work shall be performed following recommended practices as described in EPA's guidelines titled "Mold Remediation in Schools and Commercial Buildings", latest edition.

Alpine estimates that this work will require 2 days for completion, and cost an estimate of \$5,500 to \$8,500 for completion, not including replacement materials or correction of the water intrusion source. Mold clearance by Alpine is estimated to cost \$350.

The moisture source was a past roof leak in the great room and some compromised plumbing in the bathroom that was adjacent the west bed room closet.

The Contractor for this scope of work will be responsible for the following:

Notification:

The contractor will be responsible for posting all entrances to the proposed work areas with a paper posting, 3 days in advance of the project start, including the following:

- a. A statement that all building occupants should stay out of the active work area, once work is underway.
- b. The duration of the project.
- c. The quantity of material to be removed by a licensed Asbestos Abatement Contractor and Mold Remediation Contractor.
- d. The remediation methods to be used.
- e. The name of the abatement contractor and monitoring consultant performing the work, including their name and phone number.
- f. Warning signs, as required by asbestos and mold regulations

Scope of Remediation:

Note: Square Footage is estimated and must be field verified by contactor. Any hidden mold found during the remediation procedure must also be removed or treated under the stated conditions.

- a. **Asbestos Containing Material:** Remove drywall/joint compound in the west bedroom closet (~ 150Sqft) as asbestos following the required New York State Asbestos Regulations, ICR 56
- b. **Non-Asbestos Containing Material:** Remove drywall/joint compound in the Great Room from the front door, around the fire place and out to the first wood beam into the room (~ 690Sqft) as non-asbestos.

- c. Dry out all structural members to 16% or below using dehumidifiers or other means as appropriate.
- d. HEPA vacuum and disinfect all exposed structural members using a commercially available fungicide (Fiberlock Shockwave or equivalent).
- e. Encapsulate exposed structural members using a commercially available encapsulant (Fiberlock IAQ 6000 or equivalent).
- f. Email pictures of the remediated areas to the mold assessor before on-site visit for final clearance. All areas must be clean and free of debris.
- g. Alpine must conduct an onsite visit and visually clear the remediated areas prior to occupancy.

A US EPA registered commercially available fungicide (Fiberlock Shockwave or equivalent) is to be used for disinfecting. A US EPA registered commercially available encapsulant (Fiberlock IAQ6000 or equivalent) is to be used for encapsulating. All wood shall be dry prior to encapsulation, and encapsulant shall be dry prior to clearance.

3. **MATERIALS AND EQUIPMENT.**

- a. The commercially available fungicide and sealant used must be EPA registered.
- b. During disturbance of mold, personal protective equipment shall consist of the following: full body disposable coverall (including hood), a half face P-100 (or better) respirator, goggles and gloves during all removal procedures.
- c. Vacuums and ventilation equipment shall be completely cleaned (exterior) and surfaces unable to be cleaned shall be sealed air tight with polyethylene sheeting prior to arriving on site. No opening shall be unsealed until the device is within a work area and isolated from the remainder of the building. All equipment shall be of commercially available type specifically designed for use in the asbestos or mold abatement industry.
- d. Containment materials shall include new polyethylene sheeting (6 mil), clips, duct tape, etc.

Note: The Contractor is responsible for field verifying all existing conditions.

4. **GENERAL**

- a. Contractors will be responsible for complying with all OSHA regulations during this work. Regulations applicable to said work include, but are not limited to, the following:
 - 29 CFR 1926.1101-Asbestos in Construction
 - 29 CFR 1926 Subpart K-Electrical
 - 29 CFR 1926 Subpart E-Personal Protective Equipment
 - 29 CFR 1910.1200-Hazard Communication
- b. All work will be scheduled through the client.
- c. The client will supply the contractor with sufficient power and water to perform said work. All extension of power to place of work will be the responsibility of the contractor.
- d. The Contractor shall coordinate with the client to store supplies, equipment, and materials as to not inconvenience the client. The client will dictate the place of storage and path to work.

- e. Work shall only be done between the hours of 7 AM and 5 PM unless other arrangements are required in order to meet the deadline. Any additional associated costs will be the responsibility of the Contractor.
- f. The Contractor shall be responsible for bearing the cost of repair of any and all damages to the existing structure caused by the contractor during said work which is not within the scope of this work. This statement shall include, but not be limited to, damage to existing substrates, mechanical systems, electrical systems, and any water damage to the building in general. It shall be the contractor's responsibility to communicate any preexisting conditions prior to work.
- g. Mold contaminated building materials, over 10 sq ft, are to be removed within a negative pressure containment, with negative pressure supplied by a commercially available negative pressure ventilation machine equipped with a HEPA filter, exhausting outside away from any air intake into the building. All critical barriers shall be sealed with 1 layer of minimum 6 mil fire retardant poly. An air lock shall be established at the entrance to each work area. Contractor will leave clean, straight cut edges to easily allow the installation of replacement materials and to allow blending.

5. CONTRACTOR QUALIFICATIONS

- a. Qualified contractors shall possess General Liability Insurance specific to Asbestos and Mold Remediation activities.
- b. Be able to demonstrate, through documentation, compliance with OSHA regulations pertaining to specified work. This will include copies of material safety data sheets for all applicable materials needed to complete said work.
- c. Be able to provide references, upon request, and prove at least 2 years experience in similar work.
- d. All workers shall be certified by the NYS Department of Labor in the appropriate discipline, based on the activities performed.

6. PRE-WORK SUBMITTALS

Prior to work, the contractor shall submit at the discretion of the Client, the following for review:

- a. A document stating that either no subcontractor will be used on site, or that any subcontractor used will meet all of the above qualifications. Documents identical to those above will be needed for each subcontractor.
- b. Schedule of Work: The Contractor shall submit a work schedule to the Client, which indicates, at a minimum, the following:
 - 1. Key aspects of the work and proposed dates and times of each task.
 - 2. Equipment to be used for floor preparation and engineering controls.
 - 3. Description of personal protective equipment to be used during each phase of work.

7. SUPERVISION

The Contractor shall designate a full-time qualified NYSDOL Certified Licensed Mold Remediation Contractor to ensure proper remediation and application techniques follow all applicable regulations and state of the art practices.

8. **WORK METHODS GENERAL**

- a. Any asbestos work shall follow 12 NYCRR 56.
- c. All work will be performed following EPA's "Mold Remediation in Schools and Commercial Buildings".
- b. All application of mold specific disinfectant and sealant shall follow the manufacturer's recommendations for surface preparation and application.

9. **WORK METHODS SPECIFIC-MOLD**

- a. All work shall be performed between 7:00AM and 5:00PM (or at the discretion of the client).
- b. **Protective Equipment:**

Asbestos specific work- personal protective equipment shall follow that required by 29 CFR 1926.1101.

Mold specific work- The contractor shall provide personal protection to each worker performing removal of building materials with a minimum full body disposable coverall (including hood), a half face N-95 (or better) respirator, goggles and gloves.
- c. **Signage:** The licensed contractor shall post signage at the start of abatement signage clearly indicating that asbestos and mold abatement is underway. Signage shall remain in place at all entrances and approaches to the work area until final clearance has been achieved. Signage shall be obvious, posted at eye level.
- d. **Mold Containment:** Until such time that the NYS Department of Labor establishes regulations pertaining to mold abatement, all removal of building materials shall be performed under containment as specified in NYCDOH&MH "*Guidelines On Assessment And Remediation Of Fungi In Indoor Environments*"
 - 3.1 **Level I:** Small Isolated Areas (10sq. ft or less),
 - 3.2 **Level II:** Mid-Sized Isolated Areas (10 – 30 sq. ft),
 - 3.3 **Level III:** Large Isolated Areas (30 – 100 sq. ft) or
 - 3.4 **Level IV:** Extensive Contamination (greater than 100 contiguous sq. ft).
For Level II, III, and IV (interior) projects: Negative pressure ventilation machines equipped with high efficiency particulate air filtration, and 6 mil polyethylene fire retardant sheeting, shall be utilized to establish a negative pressure containment. The integrity of said containment shall be confirmed by the job supervisor. All negative pressure exhaust shall be directed outside the work area, at a minimum 15ft from any unprotected air intake or operable door or window. The entrance to said containment shall consist of one airlock lined with polyethylene sheeting 6 mil thick, fire retardant, and overlapping flaps of poly on 2 sides. The use of said airlock shall be such that a worker is able to close and overlap one set of flaps prior to opening the second set of flaps.
- e. **Work Area Entry:** Workers shall take special care as to not track any debris or contamination from the work area to other parts of the structure. This shall be done through cleaning of personal protective equipment and "second suiting" prior to exiting containment.
- f. **Insulation Removal:** The removal of mold contaminated building materials shall be performed damp as to minimize dust disturbance. Building materials shall be cut into manageable strips, rolled, and completely enclosed in polyethylene sheeting in a clean part of the work area designated for

this purpose. Once sealed air tight, the workers shall second suit and remove the debris through the air lock and directly outside the building into a secured dumpster provided by the contractor.

The contractor shall remove all specified insulation from the area in questions (extending the removal areas at least 24 inches past obvious contamination) along with all debris using HEPA filtered vacuum equipment and wet wiping.

- g. **Disinfectant Application:** All application of Microbiological Disinfectant and Sealant shall follow the manufacturer's recommendations for surface preparation and application. The contractor shall use EPA registered microbiological disinfectants and sealants to complete said work.
- h. **Negative pressure ventilation** machines shall run continuously throughout the removal of contaminated and/or water damaged/saturated materials. Negative air machines shall be removed from the work area 1 hour following the completion of removal of mold contamination.

10. **FINAL CLEARANCE -MOLD**

Final visual clearance inspection for the mold portion of the work shall be performed under the following conditions:

- a. Containments must be in place
- b. No visible mold, nor any water damaged soft goods, may exist in the areas abated. Soft goods, such as insulation, shall be bagged and sealed prior to removing from the affected space.
- c. All affected surfaces to remain, such as structural members must be treated, HEPA vacuumed and fungicide applied.
- d. The contractor shall take pictures of the cleaned affected area and email to Alpine (mattf@alpineenv.com) as verification of completion. Contractor shall also verify the moisture content of previously wet structural members using a commercially available moisture meter. Following receipt of email verification, Alpine will make a site visit for the purposes of visual clearance.
- e. Following on-site visual clearance, the contractor, where directed to do so, will encapsulate the affected area. Pictures of the encapsulated area will also be emailed to Alpine (mattf@alpineenv.com). Following receipt of verification email indicating the area in question was encapsulated, Alpine will issue a "Certificate of Clearance".
- f. The cost of the initial clearance and inspection shall be the responsibility of the Client. In the instance that the final clearance fails, the client shall incur the cost of additional clearance inspections and sampling fees.
- g. No person shall remove or dismantle any containment structures or materials from a project site prior to receipt by the mold remediation licensee overseeing the project of a notice from a mold assessment licensee that the project has achieved clearance as required by the NYSDOL.

11. **POST WORK SUBMITTALS**

All post work submittals shall be completed to the Client's satisfaction prior to payment.

- a. If applicable, an asbestos abatement closeout report listing all critical details, as indicated in ICR 56.
- b. A completed checklist of all work performed shall be part of the post work submittals.
- c. The contractor shall submit a statement that all work was performed in compliance with this specification.

d. A passed clearance report from the asbestos (if performed) and mold consultant if the remediation is successful. If the remediation is not successful, a written final status report will be issued to the client and to the remediation contractor and recommend:

- i) A new assessment be conducted; and/or
- ii) Remediation plan as originally developed be completed, and/or
- iii) Underlying causes of the mold be addressed.

Enclosures: Asbestos Inspection Results, Alpine Mold & Asbestos Licenses, Personal Mold Certificate, EMSL ELAP Cert

**EMSL Analytical, Inc.**

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order: 032511239**Customer ID:** ALPI50**Customer PO:****Project ID:****Attention:** Lab results

Alpine Environmental Services

438 New Karner Road

Albany, NY 12205

Phone: (518) 250-4047**Fax:****Received Date:** 08/15/2025 10:26 AM**Analysis Date:** 08/15/2025 - 08/16/2025**Collected Date:** 08/14/2025**Project:** 25-31135-1 / 165 Game Farm RD , Berne NY**Test Report:Asbestos Analysis of Bulk Material**

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 01-01 032511239-0001		Description Homogeneity	Great Room Ceiling - Joint Compound Homogeneous		
PLM NYS 198.1 Friable	08/15/2025	White		75.00% Ca Carbonate 25.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 01-02 032511239-0002		Description Homogeneity	West Bedroom Closet Wall - Joint Compound Homogeneous		
PLM NYS 198.1 Friable	08/16/2025	Tan	None	30.00% Ca Carbonate 68.80% Non-fibrous (other)	1.20% Chrysotile
The sample group is not homogeneous					
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 02-01 032511239-0003		Description Homogeneity	Great Room Ceiling - Drywall Homogeneous		
PLM NYS 198.1 Friable	08/15/2025	Beige		75.00% Gypsum 25.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 02-02 032511239-0004		Description Homogeneity	West Bedroom Closet Wall - Drywall Homogeneous		
PLM NYS 198.1 Friable	08/16/2025	Brown/ Gray	8.00% Cellulose	50.00% Gypsum 42.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed

Initial report from: 08/16/2025 13:32:36



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order: 032511239

Customer ID: ALPI50

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Material

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk Materials via NYS ELAP Approved Methods. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 8/15/2025

Analysis Completed Date: 8/15/2025

Sample Receipt Time: 10:26 AM

Analysis Completed Time: 1:41 PM

Analyst(s):

Aldo Atemis PLM NYS 198.1 Friable (2)

Ghaly Hemaya PLM NYS 198.1 Friable (2)

Samples reviewed and approved by:

Charles Johnson, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Estimation of uncertainty available upon request. This report is a summary of multiple methods of analysis, fully compliant reports are available upon request. All samples examined for the presence of vermiculite when analyzed via NYS 198.1. A combination of PLM and TEM analysis may be necessary to ensure consistently reliable detection of asbestos. Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. This report must not be used to claim product endorsement by NVLAP of any agency or the U.S. Government. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. NOB= Non friable organically bound; N/A= Not applicable VCM= Vermiculite containing material.

Samples analyzed by EMSL Analytical, Inc. Long Island City, NY NYS ELAP 11506, NVLAP Lab Code 101048-9

Initial report from: 08/16/2025 13:32:36

OrderID: 032511239
Alpine Environmental Services, Inc.
438 new Karner Rd.
Albany, NY 12205

MattF@AlpineEnv.com

Phone: (518) 250-4047
Fax: (518) 250-4353
email: MattF@AlpineEnv.com

032511239

CHAIN OF CUSTODY

Client: Alpine Environmental Services

Project: 165 Game Farm Rd. Berne NY

Contact: Matthew Fiore

Project Number: 25-31135-I

Phone/Email: 518-250-4047 MattF@AlpineEnv.com

Sampled By: Matthew Fiore

Turnaround Time: 24 hr

Date / Time Collected: 8/14/2025

P.O. Number: ESX 7918 6799 6892

Log No.	Sample No.	Sample Location	Sample Material	Analysis	Results
	01-01	Great Room Ceiling	Joint compound	NYS Stratified PLM ^{JB}	
	01-02	West Bedroom Closet Wall	Joint compound	NYS Stratified PLM	
	02-01	Great Room Ceiling	Drywall	NYS Stratified PLM	
	02-02	West Bedroom Closet Wall	Drywall	NYS Stratified PLM	

2025 AUG 15 AM 10:26

Disposition of Samples: Accept _____ Reject _____ Explain _____
Comments:

Relinquished By:	Received By:	Date:	Time:
<u>Matthew Fiore</u>	<u>David H. Gault</u>	<u>8/15/25</u>	<u>1026hr</u>



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 032511409

Customer ID: ALPI50

Customer PO:

Project ID:

Attention: Lab results

Alpine Environmental Services

438 New Karner Road

Albany, NY 12205

Phone: (518) 250-4047

Fax:

Received Date: 08/19/2025 10:30 AM

Analysis Date: 08/19/2025

Collected Date: 08/14/2025

Project: 25-31135-1 / 165 Game Farm RD , Berne NY

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 01-03 032511409-0001		Description Homogeneity	Great Room Ceiling - Joint Compound Homogeneous		
PLM NYS 198.1 Friable	08/19/2025	Tan	2.00% Cellulose	93.00% Ca Carbonate 5.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed

Initial report from: 08/19/2025 19:22:07



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order: 032511409

Customer ID: ALPI50

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Material

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk Materials via NYS ELAP Approved Methods. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 8/19/2025

Sample Receipt Time: 10:30 AM

Analysis Completed Date: 8/19/2025

Analysis Completed Time: 2:54 PM

Analyst(s):

Samantha Luong PLM NYS 198.1 Friable (1)

Samples reviewed and approved by:

Charles Johnson, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Long Island City, NY NYS ELAP 11506, NVLAP Lab Code 101048-9

Initial report from: 08/19/2025 19:22:07

CHAIN OF CUSTODY

Client: Alpine Environmental Services

Project: 165 Game Farm Rd. Berne NY

Project Number: 25-31135-I

Contact: Matthew Fiore

Sampled By: Matthew Fiore

Phone/Email: 518-250-4047 MattF@AlpineEnv.com

Date / Time Collected: 8/14/2025

Turnaround Time: 24 hr

P.O. Number:

[illegible]

Disposition of Samples: Accept _____ Reject _____ Explain _____

Comments:

Relinquished By:	Received By:	Date:	Time:
<i>Mary Anne</i>	<i>Chelene Longmone</i>	<i>8/19/25</i>	<i>10:30 AM</i>

WE ARE YOUR DOL



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

MOLD ASSESSMENT CONTRACTOR LICENSE

Alpine Environmental Services, Inc.
Alpine Environmental Services, Inc.
438 New Karner Rd
Albany, New York 12205

License Number: 23-6L79F-SHMO

Date of Issue: 2023-11-30

Expiration Date: 2026-01-31

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

For the Commissioner of Labor

A handwritten signature in black ink, appearing to read "Amy Phillips".

Amy Phillips, Director Division of
Safety and Health

EXCELSIOR



WE ARE YOUR DOL



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

ASBESTOS HANDLING LICENSE

Alpine Environmental Services, Inc.
438 New Karner Road, Albany, NY, 12205

License Number: 29095

License Class: RESTRICTED

Date of Issue: 07/01/2025

Expiration Date: 08/31/2026

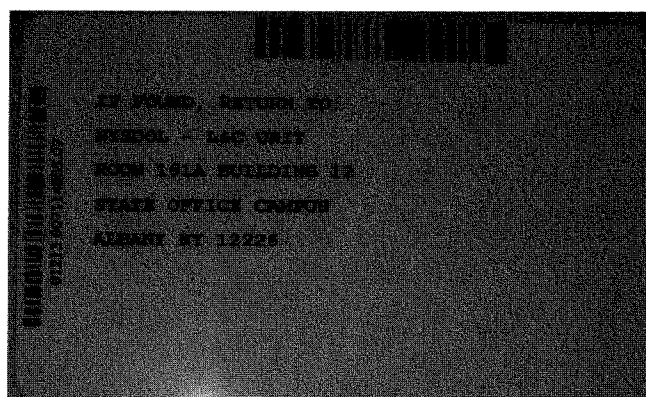
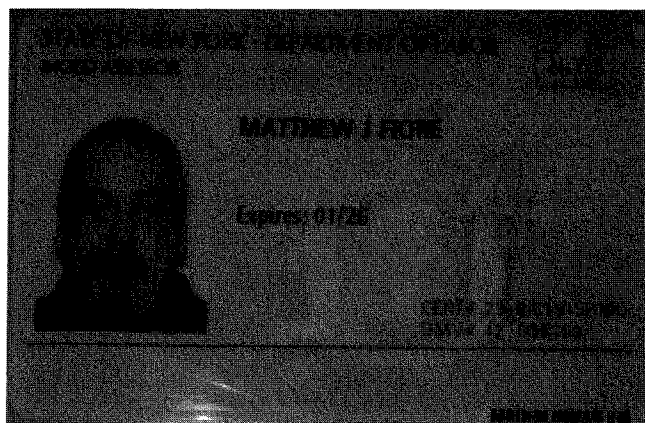
Duly Authorized Representative: Craig Petreikis

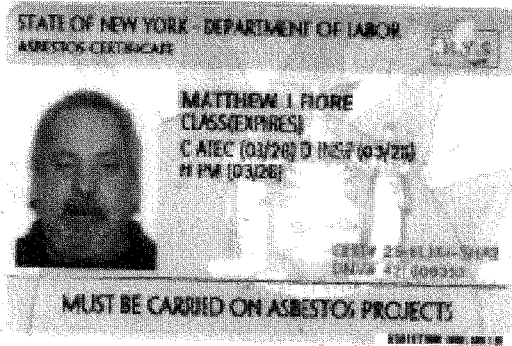
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR





IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12226

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. CHARLES JOHNSON
EMSL ANALYTICAL, INC
10-39 45TH ROAD
LONG ISLAND CITY, NY 11101

NY Lab Id No: 11506

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Mate	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

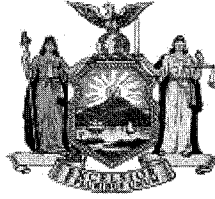
Sample Preparation Methods

EPA 3050B
EPA 3051A

Serial No.: 70500

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. CHARLES JOHNSON
EMSL ANALYTICAL, INC
10-39 45TH ROAD
LONG ISLAND CITY, NY 11101

NY Lab Id No: 11506

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2016) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:*

Metals I

Lead, Total EPA 7000B

Sample Preparation Methods

EPA 3050B

EPA 3051A

Serial No.: 70499

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.



RESOLUTION NO. 150

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS RECREATION FACILITY IMPROVEMENT PROJECTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/11/24

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake the Improvement and Acquisition of Recreational Facilities Project, consisting of the improvement and acquisition of various recreational areas and facilities, including, but not limited to, the Albany County Rail Trail, Lawson Lake and Ann Lee Pond Projects, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2024 Capital Plan in the County's 2024-2028 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$12,000,000 and said amount is hereby appropriated therefor.

The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$12,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$12,000,000 to pay the cost of the capital projects, (b) the receipt of various federal and state grants, and (c), subject to the discretion of the County, the application of moneys from the County's General Fund or such other moneys of the County that may be available to pay the costs thereof. In the event that such grants or other moneys become available, the County will issue obligations in a principal amount less than the \$12,000,000 amount authorized by this resolution, or pay down such obligations with the amount of such grants and other moneys.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$12,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(19)(c) of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$12,000,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various recreation facility improvement projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (b) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing

resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Cleary, Commisso, Conway, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lekakis, Lockart, Mauriello, Mayo, McLaughlin, McLean Lane, Miller, Pedo, Perlee, Plotsky, Reidy, Reinhardt, Ricard, Robinson, Rosano, Smith, Ward and Willingham – 34

Those opposed – 0

Resolution was adopted – 3/11/24