

**Contract #:** 2025-1713

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**Contract Type:** standard

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**Contract Action:** new

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**Procurement Type:** Standard

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**Department:** MVP Arena A7128

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**Date Submitted:** 11/26/2025

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**Contact Person:** [Bob Belber]

**Contact Phone:** 518-487-2008

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**Vendor Info:** Olive and Oregano, LLC

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**Estimated Amount:** 90,250

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**Scope of Services:** Lease for retail space at MVP Arena

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**Budget Line Item:**

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**Fiscal Impact:**

*County:* 0.00

*State:* 0.00

*Federal:* 0.00

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**BID, RFP, RFQ Completed?** Yes - Standard

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Budget Analyst

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Date

**For Contract Board Use:**

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**Date Approved**

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Daniel P. McCoy  
Albany County Executive

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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](http://www.mvparena.com)

ROBERT BELBER  
GENERAL MANAGER

NATHAN SIMS  
ASST GM & DIRECTOR  
OF OPERATIONS

Date: November 24, 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 –

#1 – Approve an early termination of a lease with the owners of West Ave Chicken, which relates to the retail store with the name West Ave Chicken; and which closed on or about October 15, 2025 due to low volume of business. The owners of West Ave Chicken have continued to pay rent through December 2025. One of the owners, Todd Shapiro was responsible for introducing the new proposed tenant to the space.

#2 – Approve a new lease with a five (5) year term with Florida Santana Johnas and Areopi Stathatos, owners of Olive & Oregano, 51 South Pearl Street, Albany, NY 12207. These owners have submitted a business plan that will include both dine in and take out including rotisserie chickens, Caribbean Foods and other items. Their plan includes the selling of cooked chickens for people to take home similar to those that are purchased in Sam's Club and BJ's. The owners of Olive & Oregano have submitted a Letter of Intent along with a security deposit in the amount of \$3,000. They will be responsible for any additional fit up or enhancements they plan to make with no offsets to the rent owed. The rent will be based on \$17 per square foot plus \$2 per sq foot common area maintenance = \$19 per square foot x 950 sq ft = \$18,050 in annual rent / \$1,504.17 monthly.

Thank you for your approval of this lease and for the approval to terminate the West Ave Chicken lease early.

Sincerely,

Robert Belber  
General Manager

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

# LETTER OF INTENT

Olive & Oregano  
51 S Pearl Street, Albany, NY

November 24, 2025

**To:**

Bob Belber

51 S Pearl Street, Albany NY 12207

Dear Mr. Belber,

This Letter of Intent ("LOI") confirms my intent to assume occupancy of the commercial space currently operating as **West Ave Chicken**, located at **51 S Pearl Street, Albany, NY**, contingent upon Albany County's acceptance of the terms outlined below.

## 1. Purpose of Agreement

I intend to take occupancy of the above-referenced premises, subject to Albany County's approval and contingent upon the early termination of the existing lease between Albany County and the current operators of West Ave Chicken.

## 2. Proposed Lease Term

I request to enter into a **five (5) year commercial lease**, under the rental structure provided:

- **Base Rent:** \$17.00 per square foot
- **CAM Charges:** \$2.00 per square foot
- **Total Premises:** 950 sq ft
- **Total Monthly Payment:** \$1,504.17
- **Total Annual Rent:** \$18,050

A **security deposit of \$3,000** will be submitted upon acceptance of this LOI.

## 3. Contingency on Termination of Existing Lease

This LOI is expressly contingent upon mutual early termination of the current lease with the existing West Ave Chicken operators. My occupancy and lease execution may only proceed after Albany County confirms the termination in writing.

#### 4. Business Plan & Concept Materials

I will provide the County with:

- A full Business Plan
- A Concept Summary
- A preliminary Menu Outline

These documents represent the intended operation of Olive & Oregano at this location.

#### 5. Effective Lease Date

Upon approval by Albany County and the CAD Committee, the requested **effective lease start date is: January 1, 2026**

#### 6. Deposit

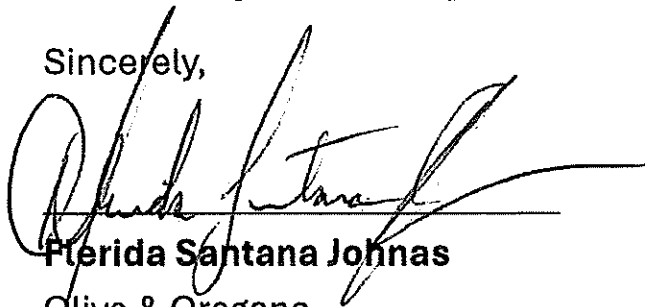
A **\$3,000 security deposit** will be remitted upon the County's acceptance of this Letter of Intent.

#### 7. Non-Binding Nature

This LOI serves as a proposal of intent. Except for the deposit obligation upon acceptance, this LOI is **non-binding** until the parties execute a formal lease agreement.

Thank you for your consideration. I look forward to working with Albany County and establishing Olive & Oregano at 51 S Pearl Street.

Sincerely,

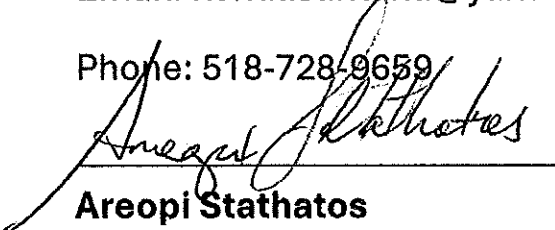


**Flerida Santana Johnas**

Olive & Oregano

Email: fleridasantana@yahoo.com

Phone: 518-728-9659



**Areopi Stathatos**

Olive & Oregano

Email: rhea@yorkfunding.com

Phone: 917-686-8578



Florida Santana Johnas  
157 W MAIN ST  
STAMFORD, NY 12167  
5187289659

3090

50-755/213

11/24 20 23

MVP Arena

\$ 3000

Pay to the  
Order of

Three thousand dollars & 00/100

Security  
Features  
Details on  
Back



Hollars

Community Bank  
Oneonta, NY 13820

*[Signature]*

For Security - Decoupled 513 per

⑆021307559⑆ 0010879153⑈ 3090

MP

SCROLL

# ARTICLES OF ORGANIZATION OF

Olive and Oregano LLC

Under Section 203 of the Limited Liability Company Law

**FIRST:** The name of the limited liability company is:

Olive and Oregano LLC

**SECOND:** The county, within this state, in which the office of the limited liability company is to be located is  
ALBANY

**THIRD:** The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:

FLERIDA SANTANA JOHNAS  
157 WEST MAIN STREET  
STAMFORD, NY 12167

The email address to which the Secretary of State shall email a notice of the fact that process against the limited liability company has been served electronically upon the Secretary of State is:

rhea@yorkfunding.com

**FOURTH:** The limited liability company is to be managed by:  
One or more members

**FIFTH:** The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

**SIXTH:** The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign this Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Flerida Santana Johnas, ORGANIZER (Signature)

FLERIDA SANTANA JOHNAS, ORGANIZER  
157 WEST MAIN STREET  
STAMFORD, NY 12167

Filed by: FLERIDA SANTANA JOHNAS  
157 WEST MAIN STREET  
STAMFORD, NY 12167

Flerida Santana Johnas and Areopi Stathatos  
Olive & Oregano  
157 W Main St Stamford, NY 12167  
Email: FleridaSantana@yahoo.com  
Phone: 518-728-9659

November 24, 2025

Bob Belber  
MVP  
51 S Pearl ST  
Albany, NY 12207

Dear Mr. Belber,

Thank you for meeting with me and for providing the opportunity to move forward with taking over the space currently operating as West Ave Chicken at 51 S Pearl Street, Albany, NY. As discussed, I am submitting the required documents for County review, including our Letter of Intent and Business Plan, to formally begin the approval process through the CAB Committee.

Olive & Oregano is prepared to assume occupancy of the premises contingent upon:

1. Albany County's acceptance of our proposal,
2. CAB Committee approval, and
3. Mutual early termination of the existing lease with the current operators of West Ave Chicken.

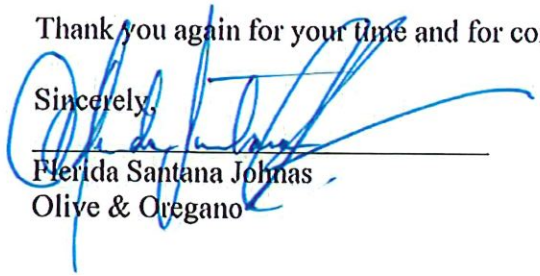
Our small business is built on over 13 years of hands-on hospitality experience, including private catering and operating a bed and breakfast. Our concept fills a significant gap in the downtown Albany market by providing fresh, hot breakfast beginning at 5:00 AM, which is an underserved time slot for the surrounding workforce and early commuters.

We respectfully request an effective lease start date of January 1, 2026, as agreed, subject to County approval. A security deposit of \$3,000 will be provided upon acceptance of the Letter of Intent.

We look forward to working closely with Albany County and MVP to ensure a smooth and seamless transition. Please feel free to contact me with any additional questions or required documentation.

Thank you again for your time and for considering Olive & Oregano for this opportunity.

Sincerely,



\_\_\_\_\_  
Flerida Santana Johnas  
Olive & Oregano

# **FRONT COVER PAGE — BUSINESS PLAN**

## **OLIVE & OREGANO**

**Business Plan  
51 S Pearl Street  
Albany, New York**

**Submitted to:  
Albany County/MVP  
Attn: Bob Belber**

**Submitted by:  
Flerida Santana Johnas  
Olive & Oregano  
Email: fleridasantana@yahoo.com  
Phone: 518-728-9659**

**Proposed Lease Start Date:  
January 1, 2026**

**Prepared For:  
Albany County CAB Committee Review**

**Date Submitted: November 24, 2025**

### **Attachments Included:**

- Letter of Intent**
- Full Business Plan**
  - Concept Plan**
  - Draft Menu**
- Operator Profiles / Resume Section**

# **OLIVE & OREGANO**

**Business Plan – 51 S Pearl Street, Albany, NY**  
**Target Lease Start Date: January 1, 2026**

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  - 3.2 Partner: Rhea (Co-Founder)
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  - 4.2 Target Customers
  - 4.3 Demand Drivers
  - 4.4 Competitive Landscape
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6. Marketing & Sales Strategy
7. Operations Plan
  - 7.1 Hours of Operation
  - 7.2 Service Model & Workflow
  - 7.3 Suppliers & Inventory Management
8. Staffing & Human Resources Plan
9. Regulatory & Compliance Plan
10. Financial Plan & Projections
  - 10.1 Key Assumptions
  - 10.2 Revenue Overview
  - 10.3 Major Operating Costs
11. Implementation Timeline & Milestones
12. Risk Analysis & Mitigation
13. Attachments
  - 13.1 Draft Menu (to be attached)
  - 13.2 Sample Daily Schedule (optional)
  - 13.3 Resumes / Operator Profiles (upon request)

# 1. Executive Summary

Olive & Oregano is a fast-service breakfast, lunch, and early-dinner concept to be located at 51 S Pearl Street, Albany, NY, directly adjacent from MVP Arena. The business is designed to meet an existing gap in downtown Albany's food service market: fresh, hot, cooked meals available starting at 5:00 AM, serving state workers, county and city employees, courthouse staff, CDTA commuters, and later in the day, MVP Arena event traffic and downtown residents.

## Operating Hours

- **Non-Event Days:** 5:00 AM – 3:00 PM
- **MVP Event Days:** 5:00 AM – 7:00 PM

The menu will focus on:

- Fresh breakfast sandwiches on brioche
- Lemon pancakes with eggs and bacon
- Churros with Spanish hot chocolate
- Rotisserie chicken plates
- Gyros and platters
- Sandwiches, soups, wings, and simple desserts

The business is founded and operated by partners with over 13 years of private catering experience and prior experience running a bed and breakfast in the Catskills. This background provides strong foundations in menu execution, food safety, hospitality, and guest service.

The proposed lease structure with Albany County is:

- **Rent per square foot:** \$17.00
- **Common Area Maintenance (CAM):** \$2.00 per sq ft
- **Total square footage:** 950 sq ft
- **Total monthly payment:** \$1,504.17
- **Total annual rent:** \$18,050
- **Security deposit:** \$3,000

The requested lease term is five (5) years, effective January 1, 2026, contingent upon:

- Albany County's acceptance
- CAD Committee approval
- Mutual early termination of the current West Ave Chicken lease

Conservative projections indicate potential annual revenue in the range of \$500,000 – \$780,000+, once operations stabilize.

## 2. Company Overview

**Business Name:** Olive & Oregano

**Location:** 51 S Pearl Street, Albany, NY (space currently occupied by West Ave Chicken)

**Business Type:** Fast-service / quick-service restaurant with strong to-go focus

**Service Style:** Counter ordering, limited seating, primarily take-out

### Mission

To provide fresh, hot, and convenient meals to downtown Albany's workforce, residents, and visitors especially in the early morning hours when options are scarce while maintaining consistent quality, efficiency, and food safety.

### Concept Summary

Olive & Oregano is a breakfast-forward concept that also delivers strong lunch and early dinner to-go options. The design is intentionally simple and efficient:

- High-demand breakfast program from 5:00 AM
- Rotisserie chicken-based lunch and early-dinner offerings
- Limited but well-chosen menu items
- Affordable, accessible price points for workers and residents

The business will occupy an existing foodservice space to minimize build-out and startup costs, using much of the existing infrastructure and layout, while bringing in specialized equipment (e.g., rotisserie) as needed.

## 3. Ownership & Management

Olive & Oregano will be operated by hands-on owners with direct involvement in day-to-day management, quality control, and strategic planning.

### 3.1 Principal: Flerida Santana Johnas

**Role:** Managing Partner / Operator

Relevant experience (as shared):

- Over 13 years of experience in private catering, coordinating menu planning, execution, and event logistics.
- Co-managed and operated a bed and breakfast in the Catskills, including guest services, breakfast service, operations, and property management.
- Professional background in real estate strategy and project execution, overseeing multiple hospitality and food-and-beverage related projects and renovations.
- Strong skills in operations, budgeting, vendor coordination, and team oversight.



- Deep personal connection to food and hospitality rooted in family history (grandfather as personal chef to the President of the Dominican Republic; grandmother's community feeding; father known for paella and seafood dishes).

**Responsibilities at Olive & Oregano:**

- Overall operations management
- Vendor and supplier relationships
- Financial oversight and budgeting
- Hiring and training
- Quality assurance and guest experience

### **3.2 Partner: Rhea (Co-Founder)**

**Role:** Co-Founder / Culinary & Cultural Contributor

**Relevant experience (as shared):**

- Long-standing involvement in family traditions of Greek cooking, anchored by her mother's renowned spanakopita and family holiday meals.
- Experience contributing to private catering and family-style events.
- Brings Greek culinary influence and family recipes to menu development and product testing.

**Responsibilities at Olive & Oregano:**

- Menu input and cultural authenticity
- Support with special items and limited-time offerings
- Occasional participation in operations and quality standards

### **Resume Section (for Appendix)**

A more detailed resume-style summary for Florida and Rhea are available for County review if requested.

## **4. Market Analysis**

### **4.1 Location Overview**

The site at **51 S Pearl Street** is located in the heart of downtown Albany, immediately adjacent from MVP Arena and within walking distance of:

- State Capitol and Legislative complex
- Empire State Plaza
- Albany County offices
- City Hall
- Courthouse complex
- Multiple office buildings along State Street, Broadway, and Pearl Street

This area combines:

- A high concentration of government and office workers
- Strong transit connectivity via CDTA bus lines
- Event-driven traffic from MVP Arena
- A growing residential base in downtown Albany

### **4.2 Target Customers**

Primary customer segments:

- **Early-Morning State and County Employees**
  - Employees beginning shifts between 6:00–8:00 AM
  - Seeking quick, reliable breakfast options before work
- **Courthouse and Legal Community**
  - Attorneys, staff, and visitors with constrained break times
- **Downtown Office Workers**
  - Lunch hour crowd seeking quick, hot meals within walking distance
- **MVP Arena Staff and Event Attendees**
  - Staff needing food before or during shifts
  - Visitors seeking meals before or after events
- **Downtown Residents**
  - Individuals and families looking for convenient breakfast and dinner-to-go

### **4.3 Demand Drivers**

Key demand drivers:

- **Workforce Density**
  - Approximately 23,000–25,000 workers within a 0.25–0.5 mile radius.

- **Foot Traffic Timing**
  - Early movement starting around 5:15–6:00 AM
  - Morning peak between 7:00–9:00 AM
  - Lunch peak between 11:00 AM–2:00 PM
- **Event Traffic**
  - MVP Arena events (sports, concerts, conventions) bringing significant visitor flows.
- **Limited Early-Morning Food Options**
  - Very few operators open before 7:00 AM.
  - Only one major chain coffee shop opens at 5:00 AM and does not offer full cooked breakfast meals.

#### **4.4 Competitive Landscape**

Nearby competitors relevant to breakfast and quick-service include:

##### **Dunkin' – 39 N Pearl Street**

- Opens at 5:00 AM
- Approximately 0.25 miles from 51 S Pearl
- Focus: coffee, donuts, pre-made breakfast sandwiches
- Strength: early opening time
- Limitation: does not offer fresh cooked hot plates or broader meal options

##### **STACKS Espresso Bar – 488 Broadway**

- Opens at 7:00 AM
- Focus: espresso, coffee, pastries
- Limitation: opens later; not positioned as hot-meal breakfast provider

##### **Saati Deli – 518 Broadway**

- Opens at approximately 8:00 AM
- Focus: deli sandwiches and catering
- Limitation: too late for early commuters; limited impact on 5–7 AM demand

##### **Iron Gate Café – 182 Washington Avenue**

- Opens around 8:30 AM
- Focus: sit-down breakfast and brunch
- Higher price point and longer service times
- Not positioned for fast commuter traffic

#### **Competitive Advantage Summary**

- Olive & Oregano will be the only fresh, cooked-breakfast operator starting at 5:00 AM in the immediate area.

- It provides a stronger meal offering than coffee-only outlets and faster, more affordable options than higher-priced brunch venues.

## **5. Products & Services (Concept Overview)**

### **Core Offerings**

- Breakfast sandwiches on brioche
- Lemon pancakes with scrambled eggs and bacon
- Churros with thick Spanish hot chocolate
- Rotisserie chicken with sides (rice, beans, potatoes, salad, etc.)
- Gyros and platters
- Soups and hot sandwiches
- Wings and wraps
- Simple desserts (e.g., flan, pastries)

### **Service Format**

- Counter ordering
- Food prepared quickly and packed for take-out
- Limited seating for guests who wish to dine on-site

### **Catering and Special Orders (Future Option)**

- Potential to develop office catering trays, lunch packages, and event-friendly items once core business stabilizes.

### **Note:**

The full detailed menu will be included separately as **Attachment 13.1 – Draft Menu**, once finalized.

## **6. Marketing & Sales Strategy**

### **Positioning**

- Early-morning, reliable, hot-food provider for downtown workers.
- Simple, familiar menu items with quality ingredients.
- Efficient service designed around short breaks and commute schedules.

### **Key Channels**

- **Word-of-Mouth & On-Site Visibility**
  - Clean, clear exterior signage
  - Consistent quality to drive repeat customers
- **Workforce-Oriented Outreach**
  - Flyers or notices to nearby offices and agencies (where appropriate)
  - Simple printed menu distribution within walking distance
- **Event Coordination (MVP Arena)**
  - Align hours with event schedule
  - Potential simple promotions for pre-event meals (no elaborate campaigns required for County submission).

### **Sales Focus**

- High repeat traffic from regular workers
- Consistency in product and service
- Reliable opening hours (particularly 5:00 AM start)

## **7. Operations Plan**

### **7.1 Hours of Operation**

- **Non-Event Days:** 5:00 AM – 3:00 PM
- **MVP Event Days:** 5:00 AM – 7:00 PM

These hours:

- Capture the early commuter wave
- Serve the entire lunch period
- Provide early dinner / pre-event meals on event days

### **7.2 Service Model & Workflow**

#### **Ordering**

- Customer orders at the counter
- Orders entered into a simple POS system
- Queue managed for quick turnover

#### **Preparation**

- Breakfast: eggs, sandwiches, pancakes, and churros prepared on a streamlined line.
- Lunch and early dinner: rotisserie chicken, gyros, soups, sides, and sandwiches.

#### **Packaging**

- Orders packed in sturdy, leak-resistant to-go containers suitable for office environments and commuting.

#### **Daily Flow (Simplified)**

- 4:30–5:00 AM: Opening, prep, brewing coffee, setting line
- 5:00–9:30 AM: Breakfast service
- 10:30 AM–2:00 PM: Main lunch service
- 2:00–3:00 PM: Close or transition depending on day type
- Event Days: extended production through 7:00 PM

### **7.3 Suppliers & Inventory Management**

- Standard foodservice suppliers (broadline distributors and local vendors where appropriate).
- Inventory controls to minimize waste:
  - Tracking daily sales

- Adjusting production accordingly
- Emphasis on items that can be repurposed into soups or specials where possible



## 8. Staffing & Human Resources Plan

### Core Staff

- **Morning Cook / Production Lead**
  - Responsible for opening, breakfast production, and initial prep for lunch
- **Cook / Prep (Mid-Shift)**
  - Supports transition from breakfast to lunch
  - Manages rotisserie and hot line for gyros, soups, and sides
- **Front Counter / Service**
  - Manages customer interaction, POS, packing orders, and basic beverage service

### Owner Involvement

- Owners may rotate in to cover busy periods, oversee quality, and manage training.

### Training Focus

- Food safety and handling
- Speed and accuracy in order preparation
- Professional and courteous customer interactions

## 9. Regulatory & Compliance Plan

Olive & Oregano will comply with all applicable Albany County and New York State health regulations and building requirements.

### Key components:

- **Albany County Food Service Establishment Permit** – to be obtained prior to opening.
- **ServSafe Food Manager Certification** (or equivalent recognized certification) for at least one person with supervisory responsibilities.
- **Basic Food Handler training** for additional staff, where appropriate.
- **Regular health and safety checks:**
  - Temperature logs (cold and hot holding)
  - Cleaning and sanitation schedules
  - Handwashing and cross-contamination prevention procedures
- **Maintenance of appropriate insurance coverage** (general liability, property, etc.).

## **10. Financial Plan & Projections**

### **10.1 Key Assumptions**

- Location: existing built-out foodservice space at 51 S Pearl
- Lease: 5-year term beginning January 1, 2026
- Hours as specified in Section 7
- Conservative initial customer counts and average ticket amounts

### **10.2 Revenue Overview (Narrative)**

#### **Breakfast**

- Expected to generate approximately \$150–\$250 per morning, driven by commuters and early-shift workers.
- Lower food and labor costs relative to other dayparts, providing solid margins.

#### **Lunch**

- Estimated 100–140 transactions per day, with an average ticket of \$13–\$18.
- Expected to be the highest revenue period due to workforce density and time constraints.

#### **Early Dinner / Event Days**

- On days with MVP Arena events and when residential demand is present, early dinner and take-home meals are estimated to add \$200–\$400 per day.

#### **Annual Estimate**

Combining these conservative estimates, Olive & Oregano is projected to generate approximately \$500,000 to \$780,000+ in annual revenue, once operations are stabilized.

### **10.3 Major Operating Costs**

- **Rent + CAM:** \$18,050 per year
- **Labor:** Three core staff plus owner involvement (varies by schedule and wage rates)
- **Cost of Goods Sold (COGS):** Food and beverage costs, managed by menu engineering and portion control
- **Utilities:** Based on usage for kitchen equipment and space requirements
- **Insurance:** General liability and property
- **Licenses & Permits:** Health permits, ServSafe certification, etc.
- **Supplies:** To-go containers, cleaning supplies, smallwares

## **11. Implementation Timeline & Milestones**

- **Week 1:** Submit Letter of Intent (LOI), business plan, and required deposit to Albany County.
- **Weeks 2–3:** County CAD review and consideration.
- **Week 3–4:** Lease approval and execution, contingent on early termination of existing West Ave Chicken lease.
- **Week 4:** Move-in, equipment installation, minor modifications, and final setup (estimated 5–7 days).
- **Week 5:** Staff hiring, training, menu testing, and operational dry runs.
- **Week 6:** Soft opening followed by full public opening.

Timeline may adjust depending on County approval timing and permit processing.

## **12. Risk Analysis & Mitigation**

### **Key Risks**

- **Foot traffic variability:** Seasonal or event-based fluctuations.
- **Labor availability:** Staffing challenges in foodservice sector.
- **Food cost inflation:** Variability in ingredient prices.
- **Operational disruptions:** Maintenance, equipment, or external factors.

### **Mitigation Strategies**

- Focus on high-demand, high-turnover items with predictable margins.
- Cross-train staff to cover multiple roles.
- Maintain simple, efficient menu to reduce waste and complexity.
- Build contingency plans around event schedules and seasonal patterns.

## **13. Attachments**

### **13.1 Draft Menu (to be attached)**

To be inserted once final menu items and descriptions are confirmed.

### **13.2 Sample Daily Schedule (optional)**

Optional operational schedule showing prep, service, and closing timelines.

### **13.3 Resumes / Operator Profiles**

To be provided upon request

### **13.4 Concept Plan**

.

# **OLIVE & OREGANO**

## **BREAKFAST**

- The Pearl Classic – Egg, bacon, cheddar, roasted-garlic aioli on brioche
- The Greek Morning – Egg, spinach, tomato, whipped feta on ciabatta
- The Upstate Maple Melt – Sausage, egg, aged cheddar, maple-Dijon butter
- Pancakes – Served with scrambled eggs & bacon
- Churros con Chocolate – With thick Spanish hot chocolate

## **DRINKS & BEVERAGES**

- House Coffee (Regular)
- Decaf Coffee
- Thick Spanish Hot Chocolate
- Morir Soñando

## **GREEK CLASSICS**

- Gyro – Chicken or lamb, tomato, onion, tzatziki, pita
- Gyro Platter – Includes one side & small salad
- Spanakopita – Spinach & feta pie
- Pastitsio – Greek lasagna
- Greek Lemon Chicken Soup

## **SPANISH & DOMINICAN FAVORITES**

- Rotisserie Chicken – Sides: Rice & Beans, Peas & Rice, Mashed Potatoes
- Argentinian Steak Sandwich – Chimichurri & peppers
- Cuban Sandwich – Pork, ham, Swiss, pickles, mustard
- Sancocho – Dominican stew
- Dominican Chicken Noodle Soup

## **WINGS**

- Spicy Wings
- Lemony Wings

## **WRAPS**

- Chicken Caesar Wrap – With in-house Caesar dressing

## **DESSERTS**

- Flan
- Assorted Pastries

## **13.4 OLIVE & OREGANO —CONCEPT PLAN**

**51 S Pearl Street, Albany, NY**

### **Business Overview**

Olive & Oregano is a fast-service, breakfast-forward food concept designed to meet the needs of downtown Albany's early-morning workforce, daytime employees, and MVP Arena crowds. The business will operate at 51 S Pearl Street, directly adjacent from the Arena, and will take over the space currently occupied by West Ave Chicken.

Our operation focuses on speed, quality, and reliability, offering fresh cooked meals as early as 5:00 AM, which no other hot-food provider currently offers in the downtown core.

### **Concept Summary**

Olive & Oregano blends simple, familiar favorites with cultural influences from Dominican and Greek traditions. Our menu is intentionally compact, high-demand, and efficient, ensuring quick service during peak commuter and lunch periods.

### **Core Offerings Include:**

- Fresh breakfast sandwiches on brioche
- Lemon pancakes with eggs and bacon
- Churros with thick Spanish hot chocolate
- Rotisserie chicken plates with sides
- Gyros & platters
- Soups, sandwiches, wings, and wraps
- A small selection of desserts

The business will serve customers primarily through counter ordering and take-out, with limited seating available.

### **Target Customers**

- State and County employees
- Courthouse staff and legal professionals
- City Hall and government workers

- CDTA early-morning commuters
- Downtown residents
- MVP Arena staff and event attendees

Peak usage times begin as early as **5:15–6:00 AM** and again during **11:00 AM–2:00 PM** for lunch.

### **Hours of Operation**

- **Non-Event Days:** 5:00 AM – 3:00 PM
- **Event Days:** 5:00 AM – 7:00 PM

These hours directly align with downtown workforce patterns and Arena event traffic.

### **Competitive Advantage**

- Only fresh, hot, cooked meal provider at 5 AM in downtown Albany
- Faster and more substantial menu than coffee chains
- More affordable and efficient than sit-down brunch venues
- Strong cultural and personal culinary roots behind the concept
- Lean 3-person staffing model for efficient operations

### **Operational Overview**

- Simple, high-efficiency menu
- Quick-service layout with focus on to-go orders
- Rotisserie-driven lunch program
- Owners on-site for quality control
- Cross-trained staff and streamlined prep processes

### **Ownership**

Olive & Oregano is owned and operated by Florida Santana Johnas and Areopi Stathatos, who together bring more than 13 years of private catering experience, prior B&B management experience, and deep cultural culinary backgrounds rooted in family tradition.



**Requested Lease Start Date**

**January 1, 2026**, pending County approval and mutual early termination of the existing lease.

COMMERICAL SPACE LEASE  
between  
THE COUNTY OF ALBANY  
and  
OLIVE AND OREGANO, LLC.

CONTRACT NO: 2025-1713

This is a Commercial Lease Agreement (hereinafter "Lease" or "Agreement") made by and between the County of Albany, New York, a municipal corporation organized and existing under the laws of the State of New York, located at 112 State Street, Albany, New York 12207 (hereinafter "Owner") and Olive and Oregano, LLC., located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "Tenant") and SMG, management agent for the Owner, located at 51 South Pearl Street, Albany, New York 12207. (The Owner, Tenant and SMG hereinafter separately or together may be referred to as the "Party" or the "Parties" as appropriate.)

WITNESSETH:

WHEREAS, the Owner offers for lease certain commercial space at the Albany County Civic Center (hereinafter known as The MVP Arena under a naming rights agreement between the County of Albany and MVP Health Care, and

WHEREAS, Tenant desires to lease certain commercial space offered by the Owner in the front entry plaza of the MVP Arena;

NOW THEREFORE, in consideration of the rents, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 950 square feet, as identified by the Owner, located in the Front Entry Plaza of the MVP Arena.

1.02. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right in common with others to use and permit its customers to use public or common area facilities including but not limited to stairwells, elevators, escalators, restrooms, and walkways in the Front Entry Plaza subject to the terms and conditions of this Lease Agreement, and, such other reasonable rules and regulations that may be established in the sole discretion of the Owner from time to time upon reasonable notice.

ARTICLE 2 - RENT AND TERM

2.01 (a) Tenant covenants and agrees to pay Owner, or the Owner's designee, without notice, or demand, SEVENTEEN (\$17.00) DOLLARS per square foot for rental of the Leased Premises.

(b) Tenant further covenants and agrees to pay to Owner, or the Owner's designee, an additional TWO (\$2.00) DOLLARS per square foot pursuant to ARTICLE 6 - COMMON AREAS and MAINTENANCE of this Lease, bringing the total square foot cost to Tenant to NINETEEN (\$19.00) DOLLARS per square foot.

(c) Upon termination of this lease, either upon the occurrence of the termination date recited in Section 2.02 of this Article or otherwise, whichever comes first, the balance of all past due utility charges, if any, shall be immediately paid in full by Tenant.

(d) Combining (a) and (b) above, the annual rent of EIGHTEEN THOUSAND FORTY NINE and 92/100 Dollars (\$18,049.92) shall be payable in equal monthly installments of ONE THOUSAND FIVE HUNDRED FOUR and 16/100 DOLLARS (\$1,504.16) each, and shall be paid on the first day of each month of said term, in advance.

(e) 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 Tenant. This amount will be credited to the payment schedule listed above.

2.02 The Term of this Lease Agreement shall be for a period of five years commencing on January 1, 2026 and ending on December 31, 2030 with a mutual option to renew for an additional period of three (3) years.

2.03. Owner will pay all real property taxes including special assessments, and lienable charges as a substitute for or in the nature of real estate taxes, which may be levied or assessed by any lawful authority against the land and improvements in the Front Entry Plaza.

### ARTICLE 3 - CONSTRUCTION. ALTERATION

3.01. Owner covenants that the leased premises are leased to tenant for tenant's use and occupancy in an "as is" condition. Any work performed on the leased premises shall be performed by Tenant at its own expense, unless otherwise agreed to by the Owner. Any such additional work or work to be performed by Tenant must have the prior written approval of the Owner, which shall not be unreasonably withheld.

3.02. Any equipment or work which the Owner installs or constructs within the Leased Premises on Tenant's behalf shall be paid for by Tenant within fifteen days after receipt of a bill thereof at cost to the Owner, plus 20% for overhead and supervision. No work will be performed without knowledge and consent of Tenant, which shall not be unreasonably withheld.

3.03. Owner reserves the right at any time to make alterations or additions to and to build additional stories on the Front Entry Plaza and to build adjacent thereto. Owner also reserves the right to construct other buildings or improvements on the MVP Arena site from time to time and to make alterations thereof or additions thereto. The Owner reserves the right to make necessary or prudent alterations or improvements within the leased premises.

3.04. Tenant agrees to indemnify and hold harmless Owner, SMG, MVP Health Care, New York State and New York State Urban Development Corporation from and against any and all claims for property, damage and/or personal injury, including death, arising out of Tenant's activities in the performance of construction projects, as well as the acts of Tenant's agents, employees, contractors, subcontractors or the like, together with all costs, including attorney's fees, which the Owner incurs in the defense of any action or proceeding related to such claims. Prior to the commencement of a construction project, Tenant agrees to provide owner with an Owner's certificate of insurance in the amount of One Million and 00/100 (\$1,000,000.00) Dollars, combined single limit.

3.05. Owner agrees to indemnify and hold harmless Tenant from and against any and all claims for property damage and/or personal injury, including death, arising out of the Owner's activities in the performance of construction, alteration or additional projects.

3.06 Tenant agrees to construct, at Tenant's sole expense, all "fit-up" to convert "as is" space of the Leased Premises to finished space appropriate for Tenant's business and business purpose. Fit-up costs shall include all architectural, engineering and interior design costs, any installation of heating, cooling, ductwork, ventilation units, electrical service, rest room facility or repair, plumbing, ceiling, lighting, wall covering and internal wall construction and any other such fit-up work. Said fit-up improvements shall become the property of the Owner immediately upon installation and shall be paid for by Tenant. Tenant shall provide the Owner with an accounting of all fit-up costs along with copies of all blueprint plans, drawings, invoices, bills and any other materials which can document fit-up costs. Additionally, Tenant will provide the Owner with as-built drawings of the Leased Premises after fit-up is complete. All fit-up improvements shall remain the property of the Owner upon termination of the lease.

3.07 Upon termination of this Lease by expiration or otherwise, Tenant will use reasonable care to ensure that all utility connections including water, electric, gas and any other connections and all fixtures and all other conditions in and around the leased premises are left intact and in good and usable condition so as to facilitate a new tenant entering the premises with a minimum of fit-up expense. Tenant shall remove all of its non-fixture items, within ten (10) days after such termination and shall repair to Owner's reasonable satisfaction any damage caused by such removal or any other damage done to the Leased Premises. Tenant agrees that the Leased Premises when vacated will be left broom clean and with normal wear and tear only. If Tenant fails to perform such removal and repair within the reasonable time listed above, or if Tenant fails to leave the premises and the fixture items in good condition, Tenant agrees that the Owner may, at the Owner's option, perform such repair and/or removal at the expense of Tenant.

#### ARTICLE 4 - PREMISES AND USE

4.01 Tenant shall use the Leased Premises solely for the purpose of conducting the business of a restaurant. Tenant shall occupy the premises upon the commencement of the lease term stated herein. Tenant will not use or permit, or suffer the use of the Leased Premises for any other business or purpose. Tenant shall provide a written description of business activity and types of services performed prior to occupying the Leased Premises.

4.02. Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of the Owner.

#### ARTICLE 5 - UTILITIES

5.01 Tenant shall be responsible for all utility charges, including but not limited to electricity, heat, water and telephone. The Owner's agent may function as an intermediary in the communication of amounts owed, dates due and other aspects of utility services provided to Tenant, but neither the Owner nor the Owner's agent assumes any responsibility whatsoever for utility bills or arrearages incurred during the term of this Lease or its immediate predecessor.

5.02. Owner shall not be liable to Tenant for damages because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption unless due to Owners negligence. Owner or Owner's designee shall, however, proceed with reasonable diligence to restore such service to the extent it is within Owner's control. Owner shall not be liable to Tenant for damage because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption due to Tenant's failure to pay invoiced amounts within 30 days of the invoice due date and any subsequent stoppage of utility service by Owner's management agent.

#### ARTICLE 6 - COMMON AREAS AND MAINTENANCE

6.01. All facilities furnished by Owner in, near and about the Front Entry Plaza including but not limited to, pedestrian sidewalks and ramps, escalators, elevators, interior and exterior stairwells, landscaped areas, comfort stations and other areas and any and all improvements provided by Owner for the general use, in common, of Tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Owner. The Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities in or on all said areas and improvements; to police the same; to restrict parking by tenants, their officers, agents and employees to negotiated employee parking areas; to enforce parking charges (by operation of meters or otherwise), to close all or any portion of said areas or facilities to such extent as may, in

the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

6.02. All common areas and facilities not within the leased premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

6.03. In each lease year, Tenant will pay to Owner, in addition to the rental specified herein, as further additional rent, the amount set forth in ARTICLE 2 - RENT AND TERM Section 2.01(b).

6.04. For the purpose of this ARTICLE 6 the "Front Entry Plaza's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including without limitation, the cost of public liability and property damage insurance, sanitary control, trash, rubbish, garbage and other refuse, and the cost of personnel for security within the common facilities. "Common facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and benefit of the occupants of the Front Entry Plaza, their employees, agents, servants, customers, and other invitees, including without limitation, landscaped areas within the Front Entry Plaza, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks.

#### ARTICLE 7 - DELIVERIES

7.01. Deliveries to the Leased Premises shall be made either on the Beaver Street or former Hudson Avenue side of the Front Entry Plaza subject to such rules and regulations as may be promulgated by the Owner. Under no circumstance shall any delivery interfere with or otherwise impede the operation of the MVP Arena -Albany County Civic Center.

7.02. A schedule of deliveries pursuant to this Lease Agreement shall be agreed upon between Owner and Tenant.

## ARTICLE 8 - INSURANCE

8.01 Tenant agrees to procure and maintain at its own expense, until final acceptance by the County, of this Lease Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Prior to taking possession, Tenant shall furnish to the County a Certificate(s) showing that the requirements of this Article are met. The Certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice is given to the County. The certificates shall name the County of Albany, SMG, MVP Health Care, State of New York and New York State Urban Development Corporation as additional insureds.

## ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

9.01 In the event the Leased Premises are hereafter damaged or destroyed or rendered partially untenantable for their accustomed uses by fire or other casualty insured under the coverage which Owner is obligated to carry pursuant to ARTICLE 8, Owner shall promptly repair said premises and restore the same to substantially the condition immediately prior to the casualty. From the date of casualty until the Leased Premises are repaired and restored, rent payments and all other charges and items of additional rent payable hereunder shall abate in proportion the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises (provided, however, that payment shall not abate if the destruction or damage was caused by Tenant or Tenant's employees or agents.) In the event fifty percent (50%) or more of the Leased Premises or the building of which they are a part is destroyed or rendered untenantable by fire or other casualty during the last year of the term of this Lease (based upon the cost to replace the premises damaged or destroyed as compared with the physical value of the improvements on the Leased Premises of said Building, as the case may be, immediately prior to such fire or other casualty as shown by certificate of Owner's architect), either party hereto shall have the right to terminate this Lease effective the date of such casualty, by giving to the other party hereto, within thirty (30) days after the happening of such casualty, written notice of such termination. If said notice be given within the thirty (30) day period, this Lease shall terminate and annual rent and all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Owner shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of the casualty. If the casualty termination notice is not given and Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other charges or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

9.02. If, however, the building of which the Leased Premises are a part shall be substantially damaged or destroyed by fire or casualty, or if, as a result of a risk not

covered by the forms of hazard insurance at the time then customarily carried on like improvements in the locality in which the Leased Premises are located, the Leased Premises are substantially damaged, Owner shall promptly restore, to the extent originally constructed by Owner (consistent, however, with zoning laws and building codes then in existence), so much of such building or the Leased Premises as were originally constructed by Owner to substantially the condition thereof at the time of such damage, unless Owner, within thirty (30) days after such loss, gives notice to Tenant of Owner's election to terminate this Lease. If Owner shall give such notice, this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

9.03. Further, if there is substantial damage or destruction from any cause to buildings within the Front Entry Plaza to such extent that continued operation of the Front Entry Plaza would be uneconomical in Owner's sole, reasonable determination, Owner shall also have the right, within thirty (30) days after such damage, to terminate this Lease by suitable notice to Tenant in which is stated a date as of which Owner desires surrender of Tenant's Leased Premises, and this Lease shall terminate as of the date so stipulated as if the same were the date originally established as the expiration date hereof. The term "substantial damage" or destruction as used herein, shall refer to damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within thirty (30) days from the time that such work would commence.

#### ARTICLE 10 - SIGNS

10.01. Tenant shall be entitled to install signage and trade dress as permitted under the controlling municipal ordinances without prior approval of the Owner. If required, Owner shall execute and return any applications or other documentation prepared by Tenant within five working days to allow Tenant to secure permitted signage. In the event Tenant elects to make application for a signage variance to exceed the limits established by municipal ordinance, prior Owner approval shall be required.

10.02. Upon termination of this Lease by expiration or otherwise, Tenant shall remove all of its signs, interior and exterior, within ten (10) days after such termination and shall repair to Owner's reasonable satisfaction any damage caused by such removal. If Tenant fails to perform such removal and repair within the reasonable time listed above, Tenant agrees that the Owner shall, at the Owner's option, perform such repair and removal at the expense of Tenant.

#### ARTICLE 11 - ASSIGNMENT

11.01. Tenant shall not sublet or assign this Lease without the Owner's prior consent, which consent will not be unreasonably withheld, provided, however, that Owner shall not be liable for damages on any claim that Owner has unreasonably withheld such



consent, Tenant's remedy being limited solely to an action to determine reasonableness of the withholding of such consent and to compel giving the same. It is further agreed that no assignment or sublease shall be effective unless the assignee or sublessee agrees directly with the Owner to perform Tenant's obligations under this Lease. Notwithstanding any permitted assignment or subletting, no further assignment or subletting may be made without Owner's consent and, in all events, Tenant shall remain fully and primarily liable for the payment of all rent, additional rent and the performance of all the terms, covenants and conditions contained herein jointly and severally with such assignee or sublessee. Owner's dealing with an assignee or sublessee shall not affect the continued liability of Tenant under this Lease.

#### ARTICLE 12 - COMPLIANCE WITH LAW

12.01. Tenant shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction pursuant to laws of any public officer thereof, which shall impose any violation, order or duty upon Owner or Tenant resulting from the use and occupancy of the Leased Premises by Tenant. Tenant shall have the right, upon giving prior written notice to Owner, to contest any obligation imposed upon Tenant pursuant to the provisions of this Article, and to defer compliance during the pendency of such contest, provided that the failure of Tenant to so comply will not subject Owner to prosecution or criminal penalty. Owner shall comply with any such laws, orders, regulations, directions and rules in respect to the Leased Premises, other than those imposing an obligation upon Tenant as aforesaid, subject, however, to the right of Owner similarly to contest as aforesaid and defer compliance during the pendency of such contest.

#### ARTICLE 13 - SUBORDINATION

13.01 This instrument shall not be a lien against said Leased Premises with respect to any first mortgage that currently exists or that hereafter may be placed against said Leased Premises and/or the Front Entry Plaza. Upon the recording of such mortgage or mortgages, the same shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording of the same.

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage. Tenant shall receive a written nondisturbance agreement from the holder of any present mortgage or any prior leasehold estate. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to

cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce nor will this Lease be terminated or otherwise affected by enforcement of, any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. However, at the election of the holder of any first mortgage on the Front Entry Plaza, this Lease shall be prior and superior to the lien of any such mortgage.

13.03. Tenant agrees to make minor, reasonable changes to this Lease as may be required by any subsequent mortgagee, provided such mortgagee is a recognized lending institution and the changes do not modify the substance of this agreement.

13.04. With reference to any assignment by Owner of Owner's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Leased Premises, Tenant agrees:

a) That the execution thereof by Owner and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of the obligations of the Owner hereunder, unless and until such holder shall, by notice to Tenant, specifically otherwise elect; and

b) Except as aforesaid, such holder shall be treated as having assumed Owner's obligations hereunder only upon foreclosure of such holder's mortgage, the taking of possession of the Leased Premises, and such holder's acceptance of Tenant's attornment.

#### ARTICLE 14- DEFAULT

14.01. It is expressly understood and agreed that in case the Leased Premises shall be deserted or vacated, or if default be made in the payment of the rent or additional rent or any part thereof as herein specified, or if, without the consent of the Owner, Tenant shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of Tenant to be kept and performed, or if Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their departments or bureaus, applicable to the Leased Premises, or if Tenant shall file or there shall be filed against Tenant a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Owner may, if the Owner so elects, and may at any time thereafter terminate this Lease and the term hereof, on giving to Tenant thirty (30) days prior written notice to cure such default, except in the case of nonpayment of rent or additional rent said notice shall require a cure within ten (10) days, and if such default is not so cured, this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the

expiration hereof. The Owner may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made, but without prejudice to Owner's remedies, on account thereof as set forth in Section 14.02 below.

14.02 After default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, Tenant moves out, or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal in the event of such dispossession or removal and notwithstanding such action or the termination of this Lease, (a) Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of such dispossession, removal or termination, (b) Owner may relet the leased Premises, or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms which may, at the option of Owner, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent for a reasonable time (c) Tenant shall pay to Owner as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this Lease, any deficiency between the rent and additional rent payable by Tenant under this Lease and the net amount, if any, of the rents collected on account of the Lease or Leases of the Front Entry Plaza for each month of the period which would otherwise have constituted the balance of the term of this Lease, (d) amounts received by Owner after reletting shall first be applied against Owner's expenses incurred in any reletting, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease. Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease. When and if such expenses have been completely recovered, the amounts received from reletting by Owner as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant; further, amounts received by Owner from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Owner may make such alterations, repairs, replacements and decorations in the Front Entry Plaza as Owner considers advisable and necessary for the purpose of reletting the Front Entry Plaza, and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Owner to relet the Front Entry Plaza or any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

14.03 If, after default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, Tenant moves out or is dispossessed and fails to remove any

trade fixture or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the execution of the warrant, Tenant's fixtures and properties shall be deemed abandoned by the said Tenant and shall become the property of the Owner.

#### ARTICLE 15 - CURING DEFAULTS

15.01. In the event Tenant defaults in the observance or performance of any covenant or agreement of this Lease on the part of Tenant to be observed or performed, beyond any period given to Tenant to cure such default, Owner may perform for the account of Tenant, and if Owner makes any expenditures or incurs any obligation for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such expenditures paid, or obligations incurred, with interest and costs, shall be deemed to be additional rent and shall be paid by Tenant to Owner within (10) days of rendition to Tenant of any bill or statement therefore.

#### ARTICLE 16 - EMINENT DOMAIN

16.01. In the event that the whole of the Leased Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding. Further, if so much of the Front Entry Plaza shall be so taken that continued operation of the Front Entry Plaza would be uneconomical in Owner's reasonable determination, Owner shall have the right to terminate this Lease by giving notice to Tenant of Owner's desire so to do not later than thirty (30) days after the effective date of such taking.

16.02. In the event of a taking of less than the whole of the Leased Premises, this Lease shall cease and expire with respect to the portion of the Leased Premises taken, upon vesting of title as a result of the taking, and if the taking results in the portion of the Leased Premises remaining after the taking being less than fifty percent (50%) of the original size of same, Tenant may elect to terminate this Lease by giving notice to Owner of such election not more than forty-five (45) days after receipt by Tenant of notice of the taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Owner is given, and upon the date specified in such notice to Owner, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (a) the annual rent payable under this Lease shall be reduced to an amount to be. Determined by multiplying the annual rent by a fraction, the numerator of which is the area of the Leased Premises remaining after the taking, and the denominator of which is the total area of the Leased Premises immediately preceding the taking, and (b) after the determination of Owner's award on account of the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of Tenant. Should the net amount so awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner,

Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

16.03. Notwithstanding anything to the contrary elsewhere contained in this Lease, in the event of a taking of less than the whole of the Leased Premises which occurs during the period of one year next preceding the expiration date of this Lease, Owner or Tenant may elect to terminate this Lease by giving notice to the other Party of such election not more than ninety (90) days after the date on which such notice of termination is given. Upon the date specified in such notice, this Lease and the term hereof shall cease and expire and all rent and additional rent paid under this Lease for the period after such date of termination shall be refunded to Tenant upon demand. On or before such date of termination, Tenant shall vacate the Leased Premises, and any of Tenant's property remaining in the Leased Premises subsequent to such date of termination shall be deemed abandoned by Tenant and shall become the property of Owner.

16.04. In the event of a taking of the Leased Premises or any part thereof, Owner shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Owner, all rights to recover for damages to the Front Entry Plaza, to the Leased Premises, the building in which same is located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, as aforesaid. By way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Owner to grant and assign, to Owner all rights to such damages or compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any taking or condemnation proceedings any claims permitted by law to recover for relocation expenses, loss of business, or depreciation to, or cost of removable trade fixtures, furniture and other personal property belonging to Tenant, provided that such action shall not affect the amount of compensation otherwise recoverable by Owner from the taking authority.

#### ARTICLE 17 - INDEMNIFICATION

17.01. Tenant shall indemnify Owner, for and against any and all liability, penalties, damages, expenses and judgments arising from claim of damage or injury during said Term to any person or property of any nature except that Owner shall indemnify Tenant for any and all liability, penalties, damages, expenses and/or judgments arising from any willful act or gross negligence of Owner or any of Owner's agents or employees. Owner and Tenant hereby agree to defend and hold each other harmless from any such liability and cost resulting from any injury or damage. At or prior to commencement of the Term, Tenant shall supply to Owner a liability insurance certificate in the amount of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit, with Owner designated as an additional insured.

#### ARTICLE 18 - END OF TERM

18.01. Upon expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Owner the Leased Premises, broom clean, in good order and condition and with all heating, ventilating and air-conditioning systems in good working order, reasonable wear and tear and damage by fire or other casualty excepted.

#### ARTICLE 19 - QUIET ENJOYMENT

19.01. Owner covenants and agrees that Tenant may peaceably and quietly enjoy the Leased Premises, subject, however, to the covenants and agreements contained in this Lease.

#### ARTICLE 20- NO WAIVER

20.01 The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

20.02 The payment by Tenant, or acceptance by Owner, of a lesser amount than shall be due from Tenant to Owner shall be treated otherwise than as a payment on account. Acceptance by Owner of a payment of a lesser amount with an endorsement or statement thereon, or upon any letter accompanying payment that the lesser amount is payment in full, shall be given no effect. Owner may accept payment amounts without prejudice to any right or remedy to collect the full amount owed by Tenant.

#### ARTICLE 21 - ENTIRE AGREEMENT

21.01 This Lease contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.

#### ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

22.01. Owner and Tenant agree that each shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease. If Owner commences any summary proceeding for nonpayment of rent or additional rent, Tenant shall not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this Lease.

#### ARTICLE 23 - INSPECTION OF PREMISES

23.01. Tenant agrees that the Owner and its agents and/or representatives shall have the right to enter into and upon Leased Premises, or any part thereof, to inspect the premises at reasonable times to insure that the space is being properly and continually maintained.

In the case of a true emergency situation, the Owner and its agents shall have such right of entry as may be necessary to correct such emergency situation.

23.02. Tenant also agrees to permit the Owner or the Owner's agents to show the Leased Premises, with reasonable notice and accompanied by an authorized employee of Tenant, to persons wishing to lease the same, during the last six months of the lease term.

#### ARTICLE 24 - REMEDY FOR BREACH

24.01 In the event of a breach by Tenant, Tenant shall pay to the Owner 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 lease term, together with the Owner's own costs incurred in procuring a substitute Tenant.

#### ARTICLE 25 - NOTICES

25.01. Any notice or demand required to be given by the Parties under this Lease, or pursuant to any law or governmental regulations, shall be in writing, certified mail, return receipt requested as follows:

Owner:

Albany County Executive  
112 State Street, Room 1200  
Albany, New York 12207

Tenant:

Olive and Oregano, LLC  
51 South Pearl Street  
Albany, New York 12207

25.02. After receiving notice from any person, firm or other entity, that it holds a mortgage which includes the Leased Premises as part of the mortgaged premises, no notice from Tenant to Owner shall be effective unless and until a copy of the same is given to such holder, and the curing of any of Owner's default by such holder shall be treated as performance by Owner.

#### ARTICLE 26 – CAPTIONS

26.01. The captions preceding the Articles of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision of this Lease.

#### ARTICLE 27 - SUCCESSORS AND ASSIGNS

27.01. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Owner and the heirs, personal representatives, successors and assigns of Owner, and Tenant and its successors and assigns.

## ARTICLE 28 - NECESSARY APPROVAL

28.01 The State of New York and the New York State Urban Development Corporation shall have the right to disapprove any of the terms of this Lease.

## ARTICLE 29 - GOVERNING LAW

29.01 This Agreement shall be governed by and construed according to the laws of the  
State of New York.

## ARTICLE 30- MISCELLANEOUS

30.01. Tenant shall store all trash, debris and all other waste materials in a container in areas designated by Owner.

30.02. Tenant covenants and agrees that no merchandise shall be displayed for sale or for any other purpose on the sidewalk or anywhere outside the Leased Premises without the prior approval of the Owner and the City of Albany.

30.03. The covenants of the Owner contained in this Lease shall be binding upon Owner and Owner's successors in title only with respect to breaches occurring during Owner's and Owner's successors' respective ownership of Owner's interest in the Leased Premises, and Tenant specifically agrees to look solely to Owner's equity interest in the property of which the Leased Premises are a part for the recovery of any judgment against Owner.

30.04. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

30.06. Owner warrants that it has good and sufficient title to the Leased Premises.

30.07. The term "Owner" as used in this Lease Agreement shall mean the actual Owner or the designee of said actual Owner.



30.08. Tenant covenants and agrees to provide maintenance to the exhaust system once every four (4) months, and clean the air filter as prescribed by the engineer's maintenance recommendations and provide a report of said maintenance work to Owner.

30.09. This lease agreement is contingent upon Tenant receiving all necessary licenses and permits, required to operate its business.

30.10 Wherever Owner's consent is deemed necessary, such consent shall not be unreasonably withheld or delayed.

30.11 Tenant covenants and agrees to maintain the Leased Premises in a condition acceptable to the Owner for the duration of the Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite their respective names.

Owner: COUNTY OF ALBANY

By: \_\_\_\_\_  
Daniel P. McCoy,  
County Executive,  
or, Michael P. McLaughlin  
Deputy County Executive

Dated: \_\_\_\_\_

Owner Agent: SMG

By: \_\_\_\_\_  
Robert H. Belber  
General Manager

Dated: \_\_\_\_\_

Tenant: Olive and Oregano, LLC

By: \_\_\_\_\_  
Flerida Santana Johnas  
Managing Member

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Areopi Stathatos  
Member

Dated: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he 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

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

On the \_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned, a notary public in and for the state, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he 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

STATE OF NEW YORK)  
COUNTY OF ALBANY ) SS.

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he 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

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he 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

SCHEDULE "A"  
INSURANCE COVERAGE

1. The kinds and amounts of insurance to be provided are as follows:
2. 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.
3. 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.
4. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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

**Contract #:** 2025-1714

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** Standard

**Department:** MVP Arena A7128

**Date Submitted:** 12/01/2025

**Contact Person:** [Bob Belber]

**Contact Phone:** 518-487-2008

**Vendor Info:** Curtis Lumber Company, Inc

**Estimated Amount:** 163,500.00

**Scope of Services:** Lease for Suite 10

**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](http://www.mvparena.com)

ROBERT BELBER  
GENERAL MANAGER

NATHAN SIMS  
ASST GM & DIRECTOR  
OF OPERATIONS

Date: October 22, 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 # 10 – CURTIS LUMBER COMPANY, INC.

Please see the Request for Legislative Action for the approval to enter into a new lease for Suite # 10 – CURTIS LUMBER COMPANY, INC. The current lease for Suite # 10 expires on March 31, 2026. Curtis Lumber has been a suite holder in Suite # 10 for years and they are a pillar in the community. The new lease will be for a period/term of three years from April 1, 2026 through March 31, 2029.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. Both tenants are long-standing reputable businesses in the community.

The suite holders have 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



LETTER OF INTENT

BY

**CURTIS LUMBER COMPANY**

**FOR CORPORATE SUITE #10**

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 #10 (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 April 1, 2026, to March 31, 2029. 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 and Siena University 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.

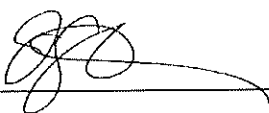
To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.





Letter of Intent  
CURTIS LUMBER COMPANY  
Suite #10  
Page 2

Date: 9/30/25

Signature: 

Name (Print): James Carpenter

Title: Director of Marketing - Curtis Lumber

CURTIS LUMBER CO., INC.  
BALLSTON SPA, NEW YORK 12020-3689 • (518) 885-5311

REMITTANCE ADVISE

DATE: 10/13/25 CHECK NO. 228579

| DATE                                              | REFERENCE NUMBER | DESCRIPTION          | GROSS AMOUNT | DISCOUNT | NET AMOUNT |
|---------------------------------------------------|------------------|----------------------|--------------|----------|------------|
| 9/30/2025                                         | ARIV0001207      | Deposit for Suite 10 | 3,000.00     | 0.00     | 3,000.00   |
| MVP Arena<br>51 South Pearl St<br>Albany NY 12207 |                  |                      |              |          |            |
| MVPARENA Total                                    |                  |                      | 3,000.00     | 0.00     | 3,000.00   |

CURTIS LUMBER CO., INC.



JAY S. CURTIS, PRESIDENT

CHECK NO. 228579

KEY BANK OF NEW YORK  
BALLSTON SPA, N.Y. 12020

29-7  
213

DATE

AMOUNT

10/13/25

\$3,000.00

PAY EXACTLY: Three Thousand and 00/100 dollars

MVP Arena  
51 South Pearl St  
Albany NY 12207

BY

AUTHORIZED SIGNATURE

VOID AFTER 60 DAYS

MP  
TITLE

228579 021300022 588 000477 4

CORPORATE SUITE LEASE  
BETWEEN THE COUNTY OF ALBANY, SMG/ASM GLOBAL  
AND CURTIS LUMBER COMPANY, INC.

CONTRACT NO. 2025-1714

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/ASM 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 Curtis Lumber Company, Inc., with a principal place of business located at 885 State Route 67 Ballston Spa, NY 12020 ( 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. 11 (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 April 1, 2026. 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 April 1.
- C. The term "Contract Year" as used herein, shall mean any year during the term hereof, commencing on April 1 and ending the following March 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/ASM Global

County of Albany  
Department of Law  
112 State Street, Rm. 600  
Albany, New York 12207

SMG  
51 South Pearl Street  
Albany, New York 12207

Suiteholder

Curtis Lumber Company, Inc.  
885 State Route 67  
Ballston Spa, NY 12020

#### 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/ASM Global

By: \_\_\_\_\_  
Robert H. Belber  
General Manager

Dated: \_\_\_\_\_

Suiteholder: Curtis Lumber Company, Inc.

By: \_\_\_\_\_  
James Carpenter  
Director of Marketing

Dated: \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026, 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. 10  
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.

**Contract #:** 2025-1645

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**Contract Type:** standard

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**Contract Action:** new

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**Procurement Type:** Standard

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**Department:** Public Defender A1170

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**Date Submitted:** 11/14/2025

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**Contact Person:** [Keith Bulatao]

**Contact Phone:** 518-447-7771

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**Vendor Info:** New York State Defenders Association, Inc.

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**Estimated Amount:** 49340.00

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**Scope of Services:** Public Defender's PDCMS Contract Extension with NYSDA through 12/31/26

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**Budget Line Item:** A91170.44120.10000

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**Fiscal Impact:**

*County:* 25.00

*State:* 75.00

*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

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

THIS AGREEMENT, made this 6<sup>th</sup> day of November, 2025 by and between the COUNTY OF ALBANY, having offices located at 112 State Street, Albany, New York 12207, hereinafter referred to as "COUNTY" and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 40 Beaver Street, 4<sup>th</sup> Floor, Albany, New York 12207, hereinafter referred to as "NYSDA,"

**W I T N E S S E T H:**

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

WHEREAS, the COUNTY and NYSDA desire to extend these services for one year (covering 01/01/2026 – 12/31/2026);

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

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

“This Agreement shall terminate on December 31, 2026 unless otherwise extended by written agreement by the parties.”

2. Exhibit 1, referenced in Sections 3a and 7 of the “SaaS conversion amendment” is replaced with the attached 2026 PDCMS Fee Structure.
3. Exhibit 2 (the “Order”) referenced in Section 3b of the “SaaS conversion amendment” is replaced with the attached Order for the new Subscription Term (01/01/2026 – 12/31/2026).
4. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this

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

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

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

**COUNTY OF ALBANY**

By: \_\_\_\_\_  
Michael P. McLaughlin  
Deputy County Executive

**NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Susan C. Bryant, Esq.  
Executive Director

**Exhibit 1.**

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

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



# **New York State Defenders Association, Inc.**

## ***Public Defense Backup Center***

40 Beaver Street · 4<sup>th</sup> Floor · Albany, NY 12207

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

### **Exhibit 2.**

#### **ORDER for the Public Defense Case Management System (Cloud)**

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 01/01/2026 – 12/31/2026.

| <b>Description of Service</b>                                                                                                                                                        | <b>Fee</b>                                                                              | <b>Total Fee</b>    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------|
| Access to PDCMS Legacy<br>10 concurrent users                                                                                                                                        | \$35/user/month<br><br>(\$35 x 10 users = \$ 350<br>(\$350 x 12 months = \$ 4,200)      | \$ 4,200.00         |
| Access to PDCMS Cloud<br>61 named users                                                                                                                                              | \$20/user/month<br><br>(\$20 x 61 users = \$1,220)<br>(\$1,220 x 12 months = \$ 14,640) | \$ 14,640.00        |
| Annual support (61 authorized users)<br><br>This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support. | \$500/user/year<br><br>61 x \$500 = \$30,500                                            | \$ 30,500.00        |
| <b>Total</b>                                                                                                                                                                         |                                                                                         | <b>\$ 49,340.00</b> |

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

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Susan C. Bryant  
Title: Executive Director

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**"(OFFICE'S ACCESS AND DATA)"**

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

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

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



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

**"(SOFTWARE-AS-A-SERVICE)"**

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

any other intellectual property right using PDCMS.

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

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

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

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

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

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

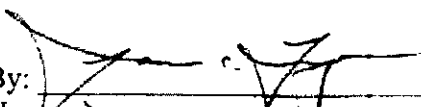
Suspension of the PDCMS services shall not release OFFICE of its payment obligations under this Agreement. NYSDA AND ITS CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE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

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

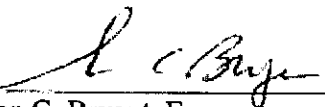
“This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement of the parties.”
7. Exhibit 3 to the Maintenance Agreement (“Attachment A” of the “Agreement”) – the PDCMS Fee Structure - is deleted in its entirety and is replaced by the attached Exhibit 1 (January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

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

**COUNTY OF ALBANY (for Albany Public Defender Office)**

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

**NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

By:   
Susan C. Bryant, Esq.  
Executive Director

STATE OF NEW YORK )  
COUNTY OF ALBANY) SS:

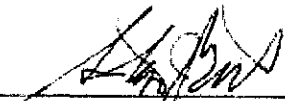
On this 4th day of April, in the year 2022 before me, the subscriber, personally came Daniel L. Ryan, to me known, who being by me duly sworn did depose and say that [s/he] is the Deputy of the COUNTY OF ALBANY, and the person described in and who executed the foregoing instrument in the name of the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

  
\_\_\_\_\_  
Notary Public; State of New York

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

STATE OF NEW YORK )  
COUNTY OF ALBANY) SS:

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

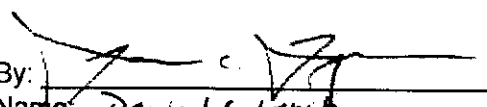
  
\_\_\_\_\_  
Notary Public; State of New York

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

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

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

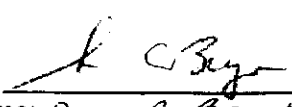
By: 

Name:

Daniel C. Lynch

Title:

Deputy County Executive

By: 

Name:

Susan C. Bryant

Title:

Executive Director





# New York State Defenders Association, Inc.

## Public Defense Backup Center

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

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

### Exhibit 2.

### ORDER for the Public Defense Case Management System (Cloud)

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

03/15/22 – 12/31/22

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

**Contract #:** 2025-1648

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** State Contract

**Department:** Public Works D5010

**Date Submitted:** 11/17/2025

**Contact Person:** [Rosa Tirino]

**Contact Phone:** 518-765-2055

**Vendor Info:** Robert H Finke & Sons Inc

**Estimated Amount:** 168334.97

**Scope of Services:** Purchase of Excavator & Loader

**Budget Line Item:** D95112.22080

**Fiscal Impact:**

*County:* 0.00

*State:* 100.00

*Federal:* 0.00

**BID, RFP, RFQ Completed?** Yes - State Contract

\_\_\_\_\_  
Budget Analyst

\_\_\_\_\_  
Date

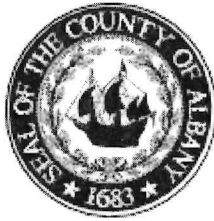
**For Contract Board Use:**

\_\_\_\_\_  
**Date Approved**

\_\_\_\_\_  
Daniel P. McCoy  
Albany County Executive

\_\_\_\_\_  
Bruce A. Hidley  
Albany County Clerk

\_\_\_\_\_  
Joanne Cunningham, Chairwoman  
Albany County Legislature



DANIEL P. McCOY

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:** November 17, 2025

**Re:** Purchase of Excavator and Loader  
CAB2025-1648

---

The Department of Public Works is requesting approval to purchase one (1) Bobcat Compact Excavator, valued at \$80,886.26, and one (1) Bobcat Compact Track Loader, valued at \$87,448.71, from Doosan Bobcat North America, Inc., through local Bobcat dealer Robert H. Finke & Sons, Inc. This purchase will be made using New York State Contract Group 40625, PGB 23345, PC70868.

Approval has been obtained from New York State to utilize funding from the Consolidated Local Street and Highway Improvement Program (CHIPS) for the acquisition of this equipment for a total of \$168,334.97.

This equipment will be integrated into the Department's inventory, facilitating faster access to necessary tools and reducing wait times for equipment availability across all subdivisions.

Should you have any questions or require further information, please do not hesitate to contact my office.



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL  
PURCHASING AGENT

## MEMORANDUM

**TO:** Lisa M. Ramundo, Commissioner  
Public Works

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

**DATE:** November 17, 2025

**RE:** New York State Contract Purchase

---

I am in receipt of your recommendation to Doosan Bobcat North America, Inc. for (1) Bobcat Compact Excavator not to exceed \$80,886.26 and (1) Bobcat Compact Track Loader not to exceed \$87,448.71.

As Doosan Bobcat North America, Inc has a current NYS Contract PC70868, Group#40625, Award PGB 23345 I approve this recommendation.

Please obtain the necessary contract approval of the Albany County 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:** Lisa M. Ramundo, Commissioner  
Public Works

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

**DATE:** November 17, 2025

**RE:** New York State Contract Purchase

---

I am in receipt of your recommendation to Doosan Bobcat North America, Inc. for (1) Bobcat Compact Excavator not to exceed \$80,886.26 and (1) Bobcat Compact Track Loader not to exceed \$87,448.71.

As Doosan Bobcat North America, Inc has a current NYS Contract PC70868, Group#40625, Award PGB 23345 I approve this recommendation.

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



Product Quotation  
Quotation Number: **TJ1512978**  
Quote Sent Date: **Nov 13, 2025**  
Expiration Date: **Dec 13, 2025**

Your Bobcat Contact  
**Tara James**  
Phone: +17012416329  
Email: [tara.james@doosan.com](mailto:tara.james@doosan.com)

Your Customer Contact

Deliver to  
**ALBANY COUNTY DPW 291896**

Bobcat Dealer  
**Robert H. Finke & Sons Inc, Selkirk, NY**  
1569 ROUTE 9-W  
SELKIRK, NY, 12158

Bill to  
**ALBANY COUNTY DPW 291896**  
449 New Salem Rd  
Voorheesville, NY, 12186-4826

| Item Name                                                                                                                                  | Item Number   | Quantity | Price Each | Total     |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|------------|-----------|
| <b>E60 R2-Series Bobcat Compact Excavator</b>                                                                                              | M3321         | 1        | 62,823.89  | 62,823.89 |
| <b>Standard Equipment:</b>                                                                                                                 |               |          |            |           |
| 55.7 HP                                                                                                                                    |               |          |            |           |
| Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF                                                                                   |               |          |            |           |
| Auto-Idle                                                                                                                                  |               |          |            |           |
| Auto-Shift, Two-Speed Travel                                                                                                               |               |          |            |           |
| Auxiliary Hydraulics with Selectable Flow                                                                                                  |               |          |            |           |
| w/ Arm Mounted Flush Face Quick Couplers                                                                                                   |               |          |            |           |
| Canopy:                                                                                                                                    |               |          |            |           |
| Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat                                                                         |               |          |            |           |
| Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008                                                            |               |          |            |           |
| Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000                                                               |               |          |            |           |
| Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262                                                               |               |          |            |           |
| Control Console Locks                                                                                                                      |               |          |            |           |
| Control Pattern Selector Valve (ISO/STD)                                                                                                   |               |          |            |           |
| Conventional Tail Swing                                                                                                                    |               |          |            |           |
| Dozer Blade with Float                                                                                                                     |               |          |            |           |
| Engine/Hydraulic Monitor with Shutdown                                                                                                     |               |          |            |           |
| Fingertip Auxiliary Hydraulic Control                                                                                                      |               |          |            |           |
| Fingertip Boom Swing Control                                                                                                               |               |          |            |           |
| <b>Canopy Plus Package</b>                                                                                                                 | M3321-P11-C03 | 1        | 210.38     | 210.38    |
| <i>Included:</i> Canopy Plus Package: Open Canopy, Deluxe Instrument Panel with Keyless Start, Travel Motion Alarm, Vinyl Suspension Seat, |               |          |            |           |
| <b>Hydraulic Clamp - X-Change (Class IV/V) w/ Diverter Valve - Long Arm</b>                                                                | M3321-R08-C15 | 1        | 3,116.84   | 3,116.84  |
| <b>Hydraulic X-Change - Long Arm</b>                                                                                                       | M3321-R06-C04 | 1        | 1,646.86   | 1,646.86  |
| <b>Long Arm + Additional Bolt-on Counterweight</b>                                                                                         | M3321-R03-C09 | 1        | 1,194.61   | 1,194.61  |
| <b>12" MX4 XCHG TEETH</b>                                                                                                                  | 7321974       | 1        | 1,078.44   | 1,078.44  |

|                                                                     |         |   |          |                  |
|---------------------------------------------------------------------|---------|---|----------|------------------|
| 24" Class 5 SD MX Bucket                                            | 7457604 | 1 | 1,717.60 | 1,717.60         |
| PCF34 Plate Compactor (PCF34)                                       | 7211623 | 1 | 5,190.04 | 5,190.04         |
| X-Change Mounting Cap -<br>HB680/NB140 and PCF34 plate<br>compactor | 7113656 | 1 | 584.44   | 584.44           |
| PC Hose Kit, Long Arm                                               | 7217834 | 1 | 240.16   | 240.16           |
| Total for E60 R2-Series Bobcat Compact Excavator                    |         |   |          | 77,803.26        |
| Quote Subtotal                                                      |         |   |          | 77,803.26        |
| Dealer PDI                                                          |         |   |          | 300.00           |
| Tariff Surcharge                                                    |         |   |          | 0.00             |
| Freight Charges                                                     |         |   |          | 2,000.00         |
| Destination Charges                                                 |         |   |          | 543.00           |
| Dealer Assembly Charges                                             |         |   |          | 240.00           |
| <b>Quote Total - USD</b>                                            |         |   |          | <b>80,886.26</b> |

**Comment:**

\*Prices per the New York State Contract – PC70868

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract.

\*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Doosan Bobcat North America, Inc, P. O. Box 74007382, Chicago, IL 60674-7382

|                                                                     |                       |
|---------------------------------------------------------------------|-----------------------|
| <b>Customer Acceptance:</b>                                         |                       |
| Quotation Number: TJ1512978                                         | Purchase Order: _____ |
| <b>Authorized Signature:</b> _____                                  |                       |
| Print: _____                                                        | Sign: _____           |
| Date: _____ Email: _____                                            |                       |
| <b>Addresses</b>                                                    |                       |
| Delivery Address _____                                              |                       |
| Billing Address (if different from ship to): _____                  |                       |
| Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/> |                       |
| Exempt in the State of: _____                                       |                       |

Tax Exempt ID:

Federal: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_





Product Quotation  
 Quotation Number: **TJ1512969**  
 Quote Sent Date: **Nov 13, 2025**  
 Expiration Date: **Dec 13, 2025**

Your Bobcat Contact  
**Tara James**  
 Phone: +17012416329  
 Email: [tara.james@doosan.com](mailto:tara.james@doosan.com)

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Deliver to  
**ALBANY COUNTY DPW 291896**

Bobcat Dealer  
**Robert H. Finke & Sons Inc, Selkirk, NY**  
 1569 ROUTE 9-W  
 SELKIRK, NY, 12158

Bill to  
**ALBANY COUNTY DPW 291896**  
 449 New Salem Rd  
 Voorheesville, NY, 12186-4826

| Item Name                                                | Item Number   | Quantity | Price Each                                                          | Total     |
|----------------------------------------------------------|---------------|----------|---------------------------------------------------------------------|-----------|
| <b>T770 T4 Bobcat Compact Track Loader</b>               | M0285         | 1        | 59,431.01                                                           | 59,431.01 |
| <b>Standard Equipment:</b>                               |               |          |                                                                     |           |
| 92 HP Turbo Tier 4 Diesel Engine                         |               |          | Horn                                                                |           |
| Air Intake Heater (Automatically Activated)              |               |          | Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and    |           |
| Auxiliary Hydraulics: Variable Flow                      |               |          | Warning Indicators                                                  |           |
| Backup Alarm                                             |               |          | Lift Arm Support                                                    |           |
| Bob-Tach                                                 |               |          | Lift Path: Vertical                                                 |           |
| Bobcat Interlock Control System (BICS)                   |               |          | Lights, Front & Rear                                                |           |
| Controls: Hand and Foot (Manual)                         |               |          | Operator Cab                                                        |           |
| Cylinder Cushioning - Lift, Tilt                         |               |          | Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, |           |
| Engine/Hydraulic Systems Shutdown                        |               |          | Seat Belt                                                           |           |
| Glow Plugs (Automatically Activated)                     |               |          | Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471    |           |
|                                                          |               |          | Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO    |           |
|                                                          |               |          | 3449, Level I; (Level II is available through Bobcat Parts)         |           |
|                                                          |               |          | Parking Brake: Spring Applied, Pressure Released (SAPR)             |           |
|                                                          |               |          | Solid Mounted Carriage with 5 Rollers                               |           |
|                                                          |               |          | Tracks: Rubber, 17.7" Wide C-Pattern                                |           |
|                                                          |               |          | Warranty: 2 years, or 2000 hours whichever occurs first             |           |
| <b>Deluxe Package</b>                                    | M0285-P11-C14 | 1        | 7,590.43                                                            | 7,590.43  |
| <i>Included:</i> Deluxe Package: Enclosed HVAC Cab,      |               |          |                                                                     |           |
| Adjustable Heated Cloth Air Ride Seat, Power Bob-        |               |          |                                                                     |           |
| Tach, Keyless Ignition, Deluxe Display, Standard Lights, |               |          |                                                                     |           |
| 7-Pin Attachment Control, Single Direction Bucket        |               |          |                                                                     |           |
| Positioning, Two-Speed Travel, Telematics - Machine      |               |          |                                                                     |           |
| IQ, 2yr Standard Telematics Subscription, Radio with     |               |          |                                                                     |           |
| Bluetooth, Ride Control , Reversing Fan,                 |               |          |                                                                     |           |
| <b>Selectable Joystick Controls (SJC)</b>                | M0285-R01-C04 | 1        | 649.23                                                              | 649.23    |
| <b>High Flow Hydraulics</b>                              | M0285-R03-C03 | 1        | 1,851.21                                                            | 1,851.21  |
| <b>4K Heavy Duty Pallet Fork Frame</b>                   | 7294305       | 1        | 460.56                                                              | 460.56    |
| <b>48" 4K Heavy Duty Pallet Fork</b>                     | 6540182       | 1        | 340.48                                                              | 340.48    |
| <b>Teeth</b>                                             |               |          |                                                                     |           |
| <b>LT405 Trencher</b>                                    | 6906100       | 1        | 11,126.40                                                           | 11,126.40 |
| <b>Rear Camera Kit</b>                                   | 7329670       | 1        | 1,191.52                                                            | 1,191.52  |
| <b>80" Heavy Duty Bucket</b>                             | 7272681       | 1        | 1,539.76                                                            | 1,539.76  |
| <b>Bolt-on cutting edge, 80"</b>                         | 6718008       | 1        | 332.11                                                              | 332.11    |

|                          |                  |
|--------------------------|------------------|
| Quote Subtotal           | 84,512.71        |
| Dealer PDI               | 400.00           |
| Tariff Surcharge         | 0.00             |
| Freight Charges          | 1,350.00         |
| Destination Charges      | 546.00           |
| Dealer Assembly Charges  | 640.00           |
| <b>Quote Total - USD</b> | <b>87,448.71</b> |

**Comment:**

\*Prices per the New York State Contract – PC70868

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract.

\*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Doosan Bobcat North America, Inc, P. O. Box 74007382, Chicago, IL 60674-7382

|                                                                     |                       |
|---------------------------------------------------------------------|-----------------------|
| <b>Customer Acceptance:</b>                                         |                       |
| Quotation Number: <b>TJ1512969</b>                                  | Purchase Order: _____ |
| <b>Authorized Signature:</b> _____                                  |                       |
| Print: _____                                                        | Sign: _____           |
| Date: _____ Email: _____                                            |                       |
| <b>Addresses</b>                                                    |                       |
| Delivery Address _____                                              |                       |
| Billing Address (if different from ship to): _____                  |                       |
| Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/> |                       |
| Exempt in the State of: _____                                       |                       |
| Tax Exempt ID: _____                                                |                       |
| Federal: _____                                                      |                       |
| State: _____                                                        |                       |

Expiration Date: \_\_\_\_\_

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DANIEL P. MCCOY  
COUNTY EXECUTIVE

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

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

COMMISSION  
DENNIS RIGOSU  
CHAIRMAN

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

ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

November 7, 2025

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

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

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

**Re: RFB-2025-137 WEDECO Duron UV Parts  
GP Jager, LLC**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to GP Jager, LLC for a total not to exceed amount of \$150,000 for the supply of WEDECO Duron UV Parts for the District's UV system. The contract term is for a one (1) year period from the date of award with the option for two (2) additional years, in two (2) consecutive one-year intervals.

GP Jager, LLC was the sole bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

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

Sincerely,



Angelo Gaudio, P.E.  
Executive Director

AG:dal

Enc: Bid Tabulation

District Recommendation Memo

Purchasing Department Concurrence Memo

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

**RFB-2025-137 WEDECO Duron UV Parts**

**Vendor: GP Jager Inc**

| Part number                       | Description                    | Price Each |
|-----------------------------------|--------------------------------|------------|
| 76105466                          | Ecoray ELR 60 UV Lamp          | \$798.00   |
| 76107618 <b>New PN 76761616</b>   | Quartz Sleeve                  | \$1,081.50 |
| 76039498                          | O-Ring Lamp Seal               | \$5.25     |
| 76106996                          | Ecoray Ballast TDS 60          | \$1,987.50 |
| 766114212                         | Wiper Ring Assembly            | \$87.00    |
| 6104022                           | UV Sensor SO 20101             | \$2,019.00 |
| 766113838 <b>New PN 766124219</b> | Connector Plug for ELR 60 Lamp | \$613.50   |

**Material Markup or Deduct from list price for any items not listed above: 5% Discount**

**\*\*\*There is a Factory minimum order of \$2,000.00 & Order Processing Fee of \$295.00 for Orders < \$10,000.00 \*\*\***



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
WATER PURIFICATION DISTRICT  
1 CANAL ROAD, SOUTH  
ALBANY, NEW YORK 12204  
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PHONE: (518) 447-1611 FAX: (518) 433-0369  
www.albanycountyny.gov

COMMISSION  
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GARRY NATHAN

ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

## MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2025-137 UV Parts

Date: September 23, 2025

---

The Water Purification District has completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the sole bidder, GP Jager, LLC, for the supply of WEDECO Duron UV Parts.

The contract term will be for one (1) year from the date of the award with the option for two (2) additional years, in two (2) consecutive one-year renewals. The estimated contract amount is \$150,000.

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

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





DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL  
PURCHASING AGENT

## MEMORANDUM

**TO:** Angelo Gaudio  
Water Purification

**FROM:** Tina King *Pamela*  
Purchasing

**DATE:** September 25, 2025

**RE:** RFB 2025-137 WEDECO Duron UV Parts

---

I am in receipt of your recommendation to award the aforementioned to GP Jager Inc. in the amount of \$150,000.00.

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

The contract term will be one (1) year from the date of award with the option for two (2) additional years, in two (2) consecutive one-year renewals.

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

**Contract #:** 2025-1677

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** Bid

**Department:** Water Purification District G8130

**Date Submitted:** 11/20/2025

**Contact Person:** [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

**Contact Phone:** (518)447-1624,(518)447-1618,(518)447-1613

**Vendor Info:** Air Compressor Engineering Company, Inc.

**Estimated Amount:** 35995.00

**Scope of Services:** Plant Water Vacuum Pump

**Budget Line Item:** G98130.44070

**Fiscal Impact:**

*County:* 100.00

*State:* 0.00

*Federal:* 0.00

**BID, RFP, RFQ Completed?** Yes - Bid

Budget Analyst

Date

**For Contract Board Use:**

**Date Approved**

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY  
COUNTY EXECUTIVE

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

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

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NICHOLAS W. FOGLIA  
MAGGIE ALIX  
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

November 18, 2025

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

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

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

**Re: RFB-2025-148 Plant Water Vacuum Pump  
Air Compressor Engineering Co. Inc.**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Air Compressor Engineering Co. Inc. for a total not to exceed amount of \$35,995.00 for the supply of a Plant Water Vacuum Pump. The contract term is for six (6) months from the date of award to date ending.

Air Compressor Engineering Co. Inc. was the sole bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

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

Sincerely,



Angelo Gaudio, P.E.  
Executive Director

AG:dal

Enc: Bid Tabulation

District Recommendation Memo

Purchasing Department Concurrence Memo

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

**RFB #2025-148 Bid Tabulation**

| Vendor                              | Total        |
|-------------------------------------|--------------|
| Air Compressor Engineering Co. Inc. | \$ 35,995.00 |



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
WATER PURIFICATION DISTRICT  
1 CANAL ROAD, SOUTH  
ALBANY, NEW YORK 12204  
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207  
PHONE: (518) 447-1611 FAX: (518) 433-0369  
www.albanycountyny.gov

COMMISSION  
DENNIS RIGOSU  
CHAIRMAN

NICHOLAS W. FOGLIA  
MAGGIE ALIX  
CHARLES G. CARLUCCIO  
GARRY NATHAN

ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

## MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB 2025-148 Plant Water Vacuum Pump

Date: November 12, 2025

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The Water Purification District has completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the sole bidder, Air Compressor Engineering Co. Inc., for the supply of the Plant Water Vacuum Pump.

The contract term will be for six (6) months from the date of award to date ending. The estimated contract amount is \$35,995.

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

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



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL  
PURCHASING AGENT

## MEMORANDUM

**TO:** Angelo Gaudio, Executive Director  
Water Purification District

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

**DATE:** November 17, 2025

**RE:** RFB 2025-148 Plant Water Vacuum Pump

---

I am in receipt of your recommendation to award the aforementioned to Air Compressor Engineering Co. Inc. in the amount of \$35,995.00

As Air Compressor Engineering Co. Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

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

**Contract #:** 2025-1679

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** Bid

**Department:** Water Purification District G8130

**Date Submitted:** 11/21/2025

**Contact Person:** [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

**Contact Phone:** (518)447-1624,(518)447-1618,(518)447-1613

**Vendor Info:** Brentwood Industries, Inc.

**Estimated Amount:** 210000.00

**Scope of Services:** Primary Clarifier Chain & Components Renewal

**Budget Line Item:** G98130.44070

**Fiscal Impact:**

*County:* 100.00

*State:* 0.00

*Federal:* 0.00

**BID, RFP, RFQ Completed?** Yes - Bid

Budget Analyst

Date

**For Contract Board Use:**

**Date Approved**

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature





DANIEL P. MC COY  
COUNTY EXECUTIVE

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

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

COMMISSION

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GARRY NATHAN

ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

November 20, 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 – RFB 2025-019**  
**Brentwood Industries, Inc. - Primary Clarifier Chain & Components**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the one (1) additional one (1) year renewal for the above referenced contract to Brentwood Industries, Inc. for the supply of Primary Clarifier Chain and Components. The contract will be for a one (1) year term that is scheduled to run from March 10, 2026 through March 9, 2027. The total estimated contract value is \$210,000 for the contract term.

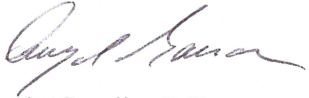
Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

A copy of the renewal confirmation form from the vendor is enclosed.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Angelo Gaudio". The signature is fluid and cursive, with a long horizontal stroke at the end.

Angelo Gaudio, P.E.  
Executive Director

AG:dal

Enclosures: Vendor Renewal Confirmation

cc: Mr. Wesley Hartmann, Policy Analyst

cc: Mr. Alex Dott, Senior Budget Analyst

**TEXT FOR FAX COVER SHEET:**

Your bid award for Bid #RFB-2025-019, Primary Clarifier Chain & Components for Albany County Water Purification District, is due to expire on March 9, 2026; however, the original bid terms and conditions provided for an optional one-year renewal period through March 9, 2027. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through March 9, 2027. Thank you for your prompt response.

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM #820  
ALBANY, NY 12207**

**RE: BID #RFB-2025-019**  
PRIMARY CLARIFIER CHAIN & COMPONENTS

***PLEASE CHECK THE APPROPRIATE BOX BELOW:***

- ☒ I WISH TO RENEW BID #RFB-2025-019 AND WILL HOLD  
AWARDED BID PRICES THROUGH MARCH 9, 2027
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

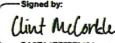
***SUBMITTED BY:***

**VENDOR:** Brentwood Industries, Inc.

**REPRESENTATIVE:** Siewert Equipment - Will Stradling

**TELEPHONE #** (610) 3745-109

**FAX #:** \_\_\_\_\_

**SIGNATURE:** Signed by:  
  
CLINT.MCLORKLE@ALBANYCOUNTYNY.GOV

**PLEASE RETURN THIS FORM BY FAX**  
**TO Ashley Saville @ 518-447-5588**  
**or by email to [Ashley.saville@albanycountyny.gov](mailto:Ashley.saville@albanycountyny.gov) .**

**Contract #:** 2025-1368

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**Contract Type:** standard

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**Contract Action:** renew

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**Procurement Type:** RFP

---

**Department:** Mental Health Contracts A4322

---

**Date Submitted:**

---

**Contact Person:** [Michael Fitzgerald],[Mark Gleason],[Cindy Hoffman],[Sarika Yadav]

**Contact Phone:** 518-447-2025,518-447-3014,518-447-4537,518-447-5916

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**Vendor Info:** Rehabilitation Support Services Inc

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**Estimated Amount:** 203961

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**Scope of Services:** Reentry Case Management Services

---

**Budget Line Item:** A94322.44999.DCJSR

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**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*

*Michael McLaughlin  
Deputy County  
Executive*

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

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

*Cindy G. Hoffman, LCSW-R  
Deputy Director*

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

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

Date: November 28, 2025

Re: Contract Administration Request  
Contract #1368

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

**Rehabilitation Support Services, Inc. (RSS)  
#1368**

**\$203,961**

Rehabilitation Support Services, Inc. (RSS) will provide Case Management Services to individuals released from incarceration who are at moderate to high risk of recidivism and are accepted for services through the Albany County Reentry Task Force (CRTF).



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL  
PURCHASING AGENT

## MEMORANDUM

**TO:** Stephen Giordano, Commissioner  
Department of Mental Health

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

**DATE:** July 31, 2024

**RE:** RFP#2024-079 Reentry Case Management Services

---

I am in receipt of your recommendation to award the aforementioned to Rehabilitation Support Services in the amount of \$203,961.00.

As you have done a thorough review of the single proposer, I have no objection to the selection of Rehabilitation Support Services.

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

**RFP # 2024-079**

**REENTRY CASE MANAGEMENT SERVICES**

***Issued by the County of Albany, Albany County Department of Mental Health***

**Name of Proposer: Rehabilitation Support Services, Inc. (RSS)**

**5172 Western Turnpike  
Altamont, New York 12009  
Contact Person: Lauren Tegnander, LCSW  
(518) 579-4215**



## **Table of Contents**

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**Page 15 – Section V – Cost Proposal Section**

**Page 16 – Section VI – Mandatory Documentation**

- **Attachments A-D**

## **Section II**

### **Qualifications and Experience**

Founded in 1979, RSS is a not-for-profit organization that offers a diverse array of recovery-oriented services including care coordination, residential, employment, outpatient (PROS and Article 31 Clinic), rehabilitation, and community support services for persons (adults/children) with serious mental illnesses and/or substance use in 17 counties in upstate New York. Total annual service enrollment exceeds 4,600 unique individuals. Specific to this proposal, RSS provides Health Home care management services to over 1,000 unique clients in the Capital District. A well-integrated community provider, our deep roots and positive rapport among members of the community include other social service providers, federally qualified health centers and Managed Care Plans. These relationships allow staff to access additional behavioral health, and health services, as well as services and supports that address the social determinants of health that may be needed/wanted by our Health Home clients. For over 40 years, RSS has successfully demonstrated experience providing care management/coordination to individuals with complex health needs through our extensive knowledge of community resources and services.

RSS has a long history of serving individuals who have been involved with the criminal justice system including those returning to the community from incarceration. For almost 8 years The Rapid Assessment, Intervention, and Linkages Program was a collaborative project operated by RSS, Albany County Department of Probation, Albany County Department of Mental Health, and Albany County DSS that was very successful in providing care coordination to females involved with pre-sentencing with Albany County Probation. In Albany County, RSS operates care management, residential, vocational, clinic, and PROS program that all work with individuals reentering the community from incarceration. In our residential programs alone, we served over 100 individuals currently on probation/parole or another designated legal status in 2023. Currently, approximately 20-25% of our Albany Health Home Plus population has been incarcerated or released from the jail or prison system. Our Health Home Care Managers have experience in successfully serving this population. RSS also provides vocational services including support in job placement for individuals who have been previously incarcerated. In addition, many of the individuals we serve have a previous history of criminal offenses. RSS has been part of coordinating care, linking individuals, and providing direct one to one services successfully to these individuals for many years.

RSS firmly believes in the importance of coordination of care on behalf of and with involvement from the individuals we serve. All of our programs coordinate daily with local providers and county agencies that include Albany County Department of Mental Health, Albany County

Department of Social Services, Albany County Department of Probation, Albany County SPOA, Coordinated Entry, and Patient Services Coordinating Committee. In addition to those listed above, RSS has relationships with local FQHCs, medical providers, mental health providers, and other social service providers.

RSS provides a variety of residential services in Albany County that include community residences, treatment apartment programs, and supported housing programs. Given the over 300 apartments RSS rents each year in the capital district, we have developed relationships with local landlords who understand the services we provide and are willing to work with our agency.

RSS provides employment and vocational services to individuals in the capital district. ACCES-VR staff assist individuals in locating employment. Through partnerships with NYSID, RSS is able to employ 90 individuals on either a per diem, part time, or full-time basis. In addition, our Capital District PROS program provides on the job support to individuals who are currently employed.

RSS has been providing Reentry Case Management Services for Albany County since 2022. Between October 2022 - September 2023, the program admitted 72 participants and successfully discharged 54 (75%). A total of 873 services were provided that year alone including linkage to mental health treatment, linkage to a primary care physicians, assistance with obtaining identification and benefits, employment services, obtaining housing, linkages to substance abuse services, domestic violence services, sex offender treatment, anger management treatment and assistance with obtaining other resources such as food, clothing, cell phones, transportation means, and furniture. From October 2023 to present, 51 individuals have been admitted and 41 have been successfully discharged and a total of 1,093 services have been provided.

RSS is committed to the development of innovative programming that is responsive to the needs of the communities we serve. To this end, RSS currently provides Safe Options Support (SOS) – Critical Time Intervention (CTI) services in Albany, Schenectady, and Saratoga Counties, which offers intensive outreach, engagement, and care coordination services to individuals experiencing street homelessness and those in temporary shelter settings. RSS provides these services through a team of clinicians, care managers, and peer specialists. Through the program's inception in 2023, RSS has served approximately 406 program participants.

RSS has a number of residential programs in development which have been awarded by the New York State Office of Mental Health (NYS OMH). RSS has received the following designations for Albany County:

- Short-Term Transitional Residence for Adults: 14 beds for individuals with serious mental illness who need additional support to strengthen the skills needed to move to a more independent housing setting. Individuals may reside in the Transitional Residence for up to 120 days before transitioning to an appropriate housing opportunity.
- Short-Term Transitional Residence for Individuals Reentering the Community from Prison: 14 beds for individuals with serious mental illness who are releasing from prison or were released in the past year who need additional support to strengthen the skills and resources needed to move to a more independent housing setting. Individuals may reside in the Transitional Residence for up to 120 days before transitioning to an appropriate housing opportunity.

RSS intends to operationalize these programs in 2025-2026.

### **Professional Staff Members**

Rehabilitation Support Services will ensure client care through qualified staff members who will be involved directly with the county to enhance engagement. The primary professional staff members include:

Jennifer Doret, LMHC, Managing Director- Jennifer has over 15 years of experience working at RSS with over 10 years of supervisory experience. Jennifer oversees housing, clinical, care management and vocational services and has extensive experience with assessment/evaluation and crisis management. Jennifer's office is located at 314 Central Ave, Albany.

Jennifer Knauss, MA, Regional Director for Care Management Services: Jen has worked in RSS Care Management for 11 years. Jen is responsible for supervising over fifty Care Managers within our agency. Jen also supervises the current Re-Entry staff, Homeless outreach staff, and an OASAS Community Health Worker. Jen's office is located at 747 Madison Ave Albany.

Tim Moon, MA, Program Coordinator, Health Home Plus Care Management Services in Albany and Schenectady Counties. Tim has been with RSS for two years and prior to this oversaw all care management services, including AOT and Health Home Plus, for Ellis Mental Health Clinic in Schenectady for six years. Prior to supervising Health Home Care Management services, Tim has over 3 decades of supervisory experience in the mental health and substance abuse systems in the Capital District. Tim has a great deal of success connecting underserved populations in the community with services including vocational, mental health, medical health services, and housing. Tim is currently responsible for supervising a staff of nine Care Managers. Tim's office is located at 747 Madison Avenue Albany, NY.

RSS will work collaboratively with the Albany County Reentry Coordinator to interview and hire any vacancies which open. The case managers will be master's level staff or bachelor level with a minimum of five years' experience with reentry individuals and services or with lived experience who has case management or mentoring experience.

**RFP #2024-079**

**Person Authorized to Bind the Proposer**

William Devita, Executive Director  
Rehabilitation Support Services, Inc.  
1559 Western Turnpike  
Altamont, NY 12009  
(518) 579-4200

**Section III**  
**RFP# 2024-079**  
**References**

Deborah Murray, LCSW-R  
Deputy Director of Operations  
Capital District Psychiatric Center - Office of Mental Health  
75 New Scotland Ave  
Albany, New York 12208  
Phone 518-549-6825

Janelle Shults, LMSW  
Director, Health Home  
Capital Region Health Connections  
St. Peter's Health Partners  
2212 Burdett Ave.  
Troy, NY 12180  
518-271-3620

## **Albany County**

**RFP # 2024-079**

### **Reentry Case Management Services**

#### **Section IV**

##### **Plan Implementation and Scope of Services**

Rehabilitation Support Services is committed to serving underserved populations in Albany County including those reentering the community from prison. Through this program, RSS will reduce recidivism of re-arrest, parole violations, and increase integration into the community by providing linkage to services, collaborating amongst community providers, and coordinating care for everyone.

RSS will continue to employ two case managers to carry the caseload of moderate to high risk/high need individuals returning to the community from prison identified by the County Reentry Case Review Committee and coordinate with the Reentry Coordinator. Understanding that this is an extremely complex population, RSS will employ individuals with experience in working with the criminal justice population. Given RSS' history of working with some of the most challenging individuals in the community, RSS will leverage already existing community relationships and continue to develop new relationships to ensure care is coordinated for each individual. Additionally, RSS will leverage internal resources in development, such as Transitional Residences, to provide streamlined and meaningful resources to program participants.

RSS will participate in an initial assessment or case conference for at least 135 individuals during the year. On average, 11-12 individuals with moderate to high-risk being released from prison will be assessed each month. Each referral will be reviewed by the prospective Case Manager and their supervisor. Operating under a strict "no-reject, no-eject" policy, the Case Manager will complete an intake assessment within one week of the individual being referred to reentry and/or has returned to the community. Understanding that planning for release is most successful when it begins early and prior to release, RSS will begin pre-release planning up to three months prior to an individual's release from prison, if able. During this pre-release period, the case managers will work closely with the Reentry Task Force Coordinator and assigned parole staff to create a preliminary plan of need for an individual to be utilized during the intake assessment. The intake assessment will take a strengths-based perspective for each individual and will include any parole requirements. In addition to historical information and information from parole, DOCCS, and the Reentry Coordinator, the assessment will include detail regarding the following areas to ensure a full review of each case.

These assessments will be very similar to what are used in our Health Home Plus Care Management program and allows the Case Manager to create a client specific plan based off the detailed information obtained. The current Health Home Plus Comprehensive Assessment includes information related to health concerns, mental health treatment, hospitalizations, substance use, nicotine use, interpersonal relationships, employment goals, and goals the individual has for themselves. Our assessments will also include in depth historical information related to the individual's criminal history. Each assessment will be electronically emailed to the Reentry Coordinator on a weekly basis for tracking and review purposes. RSS will utilize the Albany County IMA Electronic Health Record to complete all plans and progress notes related to this program.

RSS has experience in assertively outreaching individuals reentering the community. Often individuals may be homeless without a telephone or easy way to reach them. The Case Managers will utilize a variety of techniques to outreach individuals for assessment and to provide services. These techniques will include: mail, street level outreach, phone calls, coordination and collaboration with providers, and attending appointments in the community with individuals. In addition, the Case Managers may be available upon release and return to Albany to transport individuals to their next placement or any appointments they may have scheduled. These techniques will not only be used during the intake/admission phase but throughout the duration someone is enrolled in the program.

Following the completion of the initial intake assessment and in collaboration with the Case Review Committee a Service Coordination Plan will be developed between the reentry individual and the case manager within ten days of the completed intake assessment. This plan will be updated and refined as needed as the individual progresses through the program. RSS operates all programs from a strengths-based perspective. By placing a focus on a person's strengths rather than past failures or perceived weaknesses, an individual can be motivated to utilize those strengths for positive outcomes in their life. Using a technique called "collaborative documentation" the case manager and the reentry individual will meet and type the plan as a team. The Service Coordination Plan will use language from the reentry individual themselves and they will participate in determining which objectives and goals are most meaningful and beneficial to them. Engaging individuals in both a strength-based and collaborative manner builds rapport and empowers the individual to work towards their created goals and objectives. Once the plan is developed a copy will be shared with the parole officer and the Case Review Committee to ensure efforts are not duplicated and all necessary needs are being addressed.

Specific areas that should be included in the Service Coordination Plan will be related to locating appropriate housing, obtaining employment or preparing for work, furthering their education, and ensuring all social service needs including food and sources of income are met,



linkage with treatment providers (mental health, sex offender, substance use, etc.), offender accountability, and Health Home Care Management. RSS operates many of these programs in Albany County. If an individual is looking for job training or opportunities, to return to school, improve their independent living skills, or just needs support navigating the community, RSS has a program that can assist them with those goals. Our programs utilize evidenced based practices that are strengths based and include: Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Motivational Interviewing, and Harm Reduction. With our longstanding history of positive relationships with and partnerships within the community our programs work collaboratively to link individuals to community resources that may benefit their short and long term goals. The key to these relationships are ongoing and positive communication.

Each plan will be reviewed two weeks after it's initial development and updated on an as needed basis when changes are needed. Each plan will be reviewed prior to discharge. Case Managers will utilize these plans to guide their treatment and interactions with the reentry individual. It is the responsibility of the Case Managers to provide reminders, transportation to appointments, and necessary referrals on behalf of each individual on their caseload.

Each initial intake assessment will determine whether a Cognitive Behavioral Intervention Program or employment readiness program may be appropriate for the reentry individual. RSS will enroll 25% of individuals into one of these programs. Based on the determination in the initial assessment a goal will be added to the Service Coordination Plan and the Case Manager will complete referrals for the chosen program and coordinate engagement to the program. The Case Manager will monitor attendance to the CBI or employment readiness program by collecting attendance sheets. The Case Manager will work closely with the program staff and the reentry individual to problem solve or identify any potential barriers to completing the program. The Case Manager will work to minimize these potential barriers. The goal is to have 50% of those enrolled in a CBI or employment readiness graduate from the program. Following the completion or concurrent to enrollment, the Case Manager will evaluate each individual to determine their appropriateness to attend a PROS program or link with RSS' ACCES-VR program. The Capital District PROS works with individuals to develop skills needed for employment and also provides on the job support to individuals working in the community. The ACCES-VR program can assist in finding job placements for individuals who are ready to work. RSS has numerous NYSID contracts throughout the Capital District and we regularly are looking for individuals who are ready to begin employment.

Often, transportation is a barrier many individuals face to successfully complete programs or reaching their goals. To reduce these barriers, RSS has a relationship with Ride Health where individuals can book non-medical transportation for social service needs. This transportation can include housing searches, transportation to parole, transportation to pharmacies, and transportation to

food pantries. Individuals often require multiple referrals to a variety of programs and services. To more efficiently make referrals and follow up on them in real time, RSS has a contract with the Unite Us platform which allows staff to make electronic referrals and view updates in real time for a variety of providers and community resources (including: mental health, household goods, clothing, financial assistance, legal assistance).

Case Managers will provide two face to face visits per month per reentry individual plus a minimum of two additional phone contacts to increase collaboration and coordination. These visits may be while transporting to the individual to an appointment, while making referrals, at the individual's home, at the parole office, or in the staff office. At minimum, one of these visits must take place in the community and not at the parole office or staff office. The Case Managers will be equipped with technology that will encourage them to work out in the field rather than staying in the office. Case Managers will be able to utilize their company laptop and iPhone to securely access individual records and complete work in real time while out in the community. Due to this real time access, all progress notes will be documented on the same day of service delivery. If there are technology related issues, all notes will be entered within 24 hours of service delivery. All services and plans will be documented the Albany County IMA EHR system. Case file documentation such as: attendance sheets, leases, referrals will be securely stored in a locked facility at RSS.

A key point to the success of this program is ongoing and daily communication with DOCCS. RSS has worked with many individuals in the criminal justice system and find individuals are most successful when communication is frequent and transparent. Given the moderate to high risk of the individuals in this program, we must speak daily about the status of each and identify areas where services may be put into place to avoid rearrest or parole violation.

In addition to their work with reentry individuals out in the community, the case managers and their supervisor will attend the bi-weekly Case Review Committee and the monthly Needs Assessment Committee meeting. RSS will send a member of management to attend the bi-monthly County Reentry Task Force Meeting. In addition, program management and case managers will work collaboratively with department representatives for regular contract monitoring. RSS has a long-standing history of representation and collaboration on many county committees including the SPOA committee, Coordinated Entry, PSCC, and Case Management SPOA to name a few.

RSS operates several programs with flexible spend funds available to them. These funds will be extremely helpful to reentry individuals as they can be utilized when other community resources may not be available to meet their needs. The use of these funds will be creative and tailored to each person's needs. For example, purchasing lost identification needed for referrals, preparation and transportation to a job interview may be a couple of unique ways to

use these funds. RSS has a system of tracking flexible spending funds internally which includes a voucher form that is completed and describes the reason and use of the funds, includes the receipt, and is reviewed by two levels of management for approval.

#### Program Outcomes and Performance Measures

In order to show a successful program and improved quality of life for the individuals served, RSS will report on all of the quality of life indicators, referral status linkages made, and outcome of each. As per the list in the Request for Proposals, RSS will report on each of these indicators at admission, at the beginning of each month, and at discharge. Similar reporting is done in our Health Home Care Management and Supported Housing Programs. The program will track and monitor a variety of quality of life indicators for each individual. For over 1000 individuals, RSS Care Management currently tracks substance use, hospitalization or emergency room status, and referral status on a monthly basis. Completing this type of reporting for the Reentry Case Management program will fit nicely into the current reporting workflow at RSS.

In addition to the individual reporting noted above, RSS will track overall program outcomes to determine the success of the program in meeting desired metrics. These reports, similar to what are run in other RSS programs and Care Management will look at any recent hospitalizations, re-arrest, the number of contacts with each individual, how many intake assessments are completed (goal of 135 annually), and how many individuals have enrolled in and completed CBI or work related programming. Along with this information, RSS will submit claim for reimbursement upon successful attainment of the required objectives.

#### Objective #1: Intakes

Within one week of receiving a referral for a moderate to high-risk and/or special population individual, RSS Case Manager will complete initial intake assessment. The Case Managers will complete an average of 11 to 12 intakes per month for a target of 135 intakes per year. This initial intake assessment includes a review of the referral from DOCCS, screening of the individual for eligibility, and creation of a service plan to refer individuals to services that meet their needs.

Case files will be documented in the electronic health record and will also include copies of any relevant documentation including: identification, referrals, leases, attendance records, etc.

#### Objective #2: Service Coordination Plan

As noted above, each Service Coordination Plan will focus on a variety of areas related to the reentry individual's goals which may include: housing, employment, education, social services, treatment, offender accountability, Cognitive Behavioral Intervention, and necessary referrals.

Each month, a report will record the data related to these plans, how many people are using these services for a period longer than 30 days.

#### Objective #3: Enroll/Engage in CBI

RSS will enroll at least 25% of individuals into an employment readiness program or Cognitive Behavioral Intervention program. This milestone will be met if one class is attended however, the case managers will work with individuals to complete each of these programs and problem solve for any challenges that arise. All attendance forms and rosters will be maintained for the record and progress will be documented.

#### Objective #4: Complete CBI/Employment Readiness

RSS will work with individuals enrolled in CBI or employment readiness programs to fully complete the program. At minimum, 50% of individuals enrolled in these programs will complete it. The case managers will work closely with both the programs and the reentry individuals to determine potential barriers for completing these programs. Case Managers will coordinate or provide resources as appropriate to facilitate the completion of these programs. Attendance sheets and rosters will be maintained in the case record to document the completion of these courses.

#### Program Operations and Siting

The program will continue to be located at 314 Central Avenue Albany, NY. There is a CDTA bus line directly in front of the office. In addition, RSS operates housing programs, a clinic, PROS, and vocational services in this building. This will allow for easy coordination and communication for the case managers. RSS holds regular business hours Monday through Friday and staff will be available during these hours to meet the needs of reentry individuals and complete intake assessments.

#### Confidentiality

RSS complies with all applicable confidentiality laws, regulations, and requirements. RSS will continue to comply with these laws as they currently exist or if they are changed in the future.

#### Records-Keeping and Reporting

As noted above, all progress notes will be noted on the same day of services via concurrent documentation. If there is a technology related issue, notes will be entered within 24 hours of service in the Albany County IMA EHR system. Service plans will be reviewed on a bi-monthly basis and will be specific to each individual's criminogenic needs and ability to remain in the community to avoid recidivism.

The case managers will maintain monthly tracking forms and submit to the County Reentry Coordinator to communicate performance related to goals, targets, and life indicators of reentry individuals. This tool will be utilized as a quality improvement tool in the program to target potential areas for growth.

Case review meetings will be attended bi-weekly by the case managers and an update will be given regarding the progress of each individual, referrals submitted, challenges faced, and planning for discharge.

#### Monitoring and Recognition

RSS will authorize any county, state, federal personnel to observe and monitor the program and issue a report to Albany County Department of Mental Health. Financial records will be made available, upon request. Any press inquiries will result in notification of the Albany County Department of Mental Health to coordinate a response.

#### Quality Assurance

RSS takes the quality of its' programs very seriously. To maintain quality, case managers will have a weekly supervision with their direct supervisor. In addition, regular documentation and quality of service reviews will be completed by the program supervisor and director to ensure program targets and outcome measures are being reached.

| RSS - Albany County Reentry Case Management Services |               |            |                      |
|------------------------------------------------------|---------------|------------|----------------------|
| Personnel                                            | Annual Salary | FTE        | Allocated Salary     |
| Case Manager 1                                       | \$ 54,080.00  | 1          | \$ 54,080.00         |
| Case Manager 2                                       | \$ 49,920.00  | 1          | \$ 49,920.00         |
| Peer Staff                                           | \$ 19,700.00  | 1          | \$ 19,700.00         |
| <b>Personnel Total</b>                               |               | <b>3</b>   | <b>\$ 123,700.00</b> |
|                                                      |               |            |                      |
| <b>Fringe</b>                                        |               | <b>28%</b> | <b>\$ 34,636.00</b>  |
|                                                      |               |            |                      |
|                                                      |               |            |                      |
| <b>Other</b>                                         |               |            |                      |
| Travel                                               |               |            | \$ 5,000.00          |
| Office Supplies                                      |               |            | \$ 400.00            |
| Technology/Communications                            |               |            | \$ 2,500.00          |
| Training                                             |               |            | \$ 600.00            |
| Identification                                       |               |            | \$ 3,000.00          |
| Program Management                                   |               |            | \$ 3,287.00          |
| Administration                                       |               |            | \$ 26,568.00         |
| Client Expense                                       |               |            | \$ 4,000.00          |
|                                                      |               |            | <b>\$ 45,355.00</b>  |
|                                                      |               |            |                      |
|                                                      |               |            |                      |
| <b>Requested Budget</b>                              |               |            | <b>\$ 203,691.00</b> |

**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 William DeVita

Address

Printed Name of Signatory William DeVita

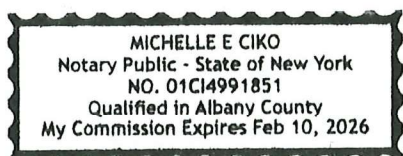
City, State, Zip

Title Executive Director

Sworn before me this 8 day of July, 2024

Michelle E. Ciko

Notary Public



Michelle E. Ciko

Printed Name

Michelle E. Ciko

Signature

7-8-24

Date

**ATTACHMENT "C"**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                                                                          |                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------|--------------------------------------|
| 1. VENDOR IS:<br><input checked="" type="checkbox"/> PRIME CONTRACTOR <i>Rehabilitation Support Services, Inc.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                                                          |                                      |
| 2. VENDOR'S LEGAL BUSINESS NAME<br><i>Rehabilitation Support Services, Inc.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          | 3. IDENTIFICATION NUMBERS<br>a) FEIN # <i>14-1609149</i><br>b) DUNS # <i>006-00-2026</i> |                                      |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          | 5. WEBSITE ADDRESS (if applicable)<br><i>www.rehab.org</i>                               |                                      |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE<br><i>5172 Western Turnpike<br/> Altamont, NY 12009</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          | 7. TELEPHONE NUMBER<br><i>518-464-1511</i>                                               | 8. FAX NUMBER<br><i>518-464-9198</i> |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE<br><i>IN NEW YORK STATE, if different from above</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          | 10. TELEPHONE NUMBER                                                                     | 11. FAX NUMBER                       |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE<br>Name <i>William DeVita</i><br>Title <i>Executive Director</i><br>Telephone Number <i>518-464-1511</i><br>Fax Number <i>518-464-9198</i><br>e-mail <i>wmdevita@rehab.org</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                                                                          |                                      |
| 13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                          |                                      |
| a) NAME <i>William DeVita</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TITLE <i>Ex Director</i> | b) NAME <i>Louise Tognander</i>                                                          | TITLE <i>COO</i>                     |
| c) NAME <i>Tim Reynolds</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | TITLE <i>CFO</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. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                                                                          |                                      |
| 15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:<br><div style="display: flex; justify-content: space-between;"> <div> a) An elected or appointed public official or officer?<br/> <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div> b) An officer of any political party organization in Albany County, whether paid or unpaid?<br/> <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </div> |                          |                                                                                          |                                      |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                           |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16. | <p>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:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                           |
| a)  | <p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>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;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                       |
| b)  | <p>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?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                       |
| c)  | <p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                       |
| 17. | <p>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?</p> <p>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."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                       |
| 18. | <p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes?<br/><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></p> <p>b) file returns or pay New York State unemployment insurance?<br/><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax<br/><i>Indicate the years the vendor failed to file.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 19. | <p>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?</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                       |
| 20. | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                       |

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

☐ Yes ☒ No

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

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

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

**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 \_\_\_\_\_

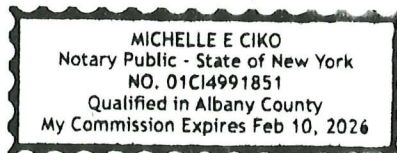
Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

If Corporation:

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

On this 8th day of July, 2024, before me personally appeared William DeVita to me known, who, being by me sworn, did say that he resides at (give address) Niskayuna, NY; that he is the (give title) Executive Director of the (name of corporation) Rehabilitation Support Services, 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.



Michelle E. Ciko

Notary Public, State of New York

Qualified in Albany County

Commission Expires 2-10-26

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 "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.

William DeVita  
Signature

Executive Director  
Title

Rehabilitation Support  
Company Name

Services, Inc.

7/8/24  
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

William Davila  
Signature

Executive Director  
Title

Rehabilitation Support  
Company Name  
SERVICES, INC.

7/8/24  
Date

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE COUNTY OF ALBANY  
AND  
Rehabilitation Support Services (RSS)  
Contract for the Provision of Reentry Case Management Services,  
October 1, 2025 – September 30, 2026  
Funding Authorized by Resolution No 339**

This Agreement by and between the County of Albany, 112 State Street, Albany, New York 12207 (hereinafter referred to as the "County") and Rehabilitation Support Services 314 Central Avenue, Albany, N.Y. 12206 (hereinafter referred to as the "Contractor")

WITNESSETH:

WHEREAS, the County is in receipt of grant funding provided by the New York State Division of Criminal Justice (hereinafter referred to as "DCJS") for purposes of establishing and maintaining a Reentry Task Force designed to enhance the reentry service delivery system and to assist identified high need/high risk individuals who are returning to the community from prison to successfully integrate back to the community, for purposes of reducing recidivism (hereinafter referred to as the "Grant"); and,

WHEREAS, as part of its responsibilities under the aforementioned grant, the County is required to provide various case management services; and,

WHEREAS, in conjunction with the aforementioned grant, the County issued RFP#2024-079 seeking the services of a qualified provider to provide Case Management Services to the targeted population receiving reentry services; and,

WHEREAS, the Contractor has submitted a proposal to provide the aforementioned services; and,

WHEREAS, the County has reviewed the proposal of the Contractor and recommended an award of this Agreement to the Contractor; and,

WHEREAS, funding for the Agreement was duly authorized by the Albany County Legislature by Resolution No. 339 adopted on 9/8/2025

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

## **ARTICLE I. SERVICES TO BE PERFORMED BY CONTRACTOR:**

As part of this Agreement, the Contractor shall provide the case management services as set forth in Attachment "A" attached hereto and made a part hereof. All services shall be provided in a manner that is consistent with the goals and intentions of the Grant.

The parties hereto specifically acknowledge the terms of RFP#2024-079. The contract documents shall consist of this Agreement, the RFP, and the Provider's proposal. In the event of any discrepancy as to the terms of this Agreement, the contract documents shall be interpreted in the following order: (1) This Agreement; (2) The RFP; (3) The Proposal.

## **ARTICLE II. PROGRAM OUTCOMES AND PERFORMANCE MEASURES:**

As part of this Agreement, and in compliance with the Grant, the Contractor shall be required to monitor and track client outcomes and quality of life indicators for all individuals receiving services. Said program outcomes and performance measures shall adhere to the requirements set forth in Attachment "A".

## **ARTICLE III. CONFIDENTIALITY**

The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Agreement and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations, including, but not limited to NYS Mental Hygiene Law, Social Services Law, Public Health Law, OASAS regulations and HIPAA, as partially described in Attachment "A". Any breach of confidentiality by the Provider, its agents or representatives shall be cause for immediate termination of this Agreement.

## **ARTICLE IV. RECORD-KEEPING, MONITORING AND REPORTING**

With respect to case management services, progress notes must be documented within 24 hours of service delivery, including all face to face, phone and collateral contacts. Individualized service plans should identify goals that support individual's criminogenic needs and successful tenure in the community.

Case management services will track Ready Set Work (RSW), CBI. Case management services will track housing status, social services status, mental health treatment, substance abuse treatment and all programs mandated by Parole and report on such weekly to the designated Reentry Coordinator.

For monitoring and reporting purposes, all program facilities of the Contractor shall be open to authorized Federal, State and County personnel for the purposes of observation and monitoring of program operations. Any written report issued as a result of such inspections will be maintained by the County.

Upon request, the Contractor will make all financial, program and other related records available to all Federal, State and/or County personnel conducting monitoring visits.

Upon request, the Contractor will provide to the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement. The Contractor agrees to retain all of the above information for six (6) years after final payment under this Agreement, and shall make such information available to the County, State, and/or Federal personnel during such period.

All client and related records in the possession of either party shall be made available to either party to this Agreement without expense to the other party. All records shall be provided in a manner consistent with the Confidentiality requirements set forth in Article III herein and the RFP.

The Contractor shall advise the County of all press inquiries received and shall, to the extent feasible, confer with the County related to their response prior to issuing any public statements.

#### **ARTICLE V. COOPERATION**

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

#### **ARTICLE VI. RELATIONSHIP**

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

#### **ARTICLE VII. SCHEDULE**

The Contractor shall perform pursuant to this Agreement in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.



## **ARTICLE VIII. ACCOUNTING RECORDS AND AUDITS**

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

If the Contractor is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Mental Health and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any.

## **ARTICLE IX. FEES**

In consideration of the terms of this Agreement, the County agrees to pay and the Contractor agrees to accept reimbursement as provided by the NYS Division of Criminal Justice Services. The total annual contract funding to be made available is not to exceed Two Hundred Three Thousand Nine Hundred Sixty One dollars (\$203,961.00).

Compensation shall be made upon receipt of quarterly claims submitted by the Contractor to the Department, when program performance indicators have been reached and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures. Claims are to be submitted by the 15th of the month following the month of service.

Payment for services is specifically conditioned upon funding and services being approved by the NYS Division of Criminal Justice Services under the Grant. If a claim is not an allowed service under the Grant and/or if funding is not approved by DCJS, the County shall have no further obligation to the Contractor for payment for services provided pursuant to this Agreement.

## **ARTICLE X. 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. 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 made 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 XI. INDEMNIFICATION**

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

#### **ARTICLE XII. INSURANCE**

The Contractor agrees to procure and maintain without additional expense to the county, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the Contractor shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the County, and the COUNTY OF ALBANY is named as an additional insured.

#### **ARTICLE XIII. ASSIGNMENTS**

The Contractor agrees to be bound by the provisions of Sections 103-a and 103-b of the General Municipal Law of the State of New York,

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

#### **ARTICLE XIV. CONFLICT OF INTEREST**

The Contractor hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Contractor shall promptly notify the County.

#### **ARTICLE XV. NON-DISCRIMINATION**

In accordance with all State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that it shall not, by reason of race, creed, color, national origin, age, sex, sexual orientation, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the work contemplated by this Agreement.

#### **ARTICLE XVI. GOVERNING LAWS**

This Agreement shall be governed by and construed according to the laws of the State of New York.

#### **ARTICLE XVII. TERM OF AGREEMENT**

This Agreement shall take effect one year term of October 1, 2025 through September 30, 2026 (contingent on the availability of state funds), which may be subject to annual renewal, with the option to renew for an additional one year term, at the discretion of the County and State.

Each year, the Contractor will be required to submit an annual work plan and budget for review and approval by Albany County Department of Mental Health, in such format as may be required. Each annual renewal will be subject to authorization by the Albany County Legislature and/or the Contract Administration Board.

#### **ARTICLE XVIII. TERMINATION OF AGREEMENT**

The County shall have the right to terminate this agreement, without cause, upon sixty (60) days prior written notice by the County. In the event of a material breach of any of the terms of this Agreement as determined by the County and/or DCJS, the County shall have the option to immediately terminate this Agreement.

In the event of termination of this Agreement, the Contractor shall be entitled to compensation only for those services actually performed, which were appropriate and consistent with the RFP and which have been approved and funded by DCJS.

#### **ARTICLE XIX. REMEDY FOR BREACH**

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

## **ARTICLE XX. MACBRIDE PRINCIPLES**

Contractor hereby represents that said contractor 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 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 contractor in default and/or seeking debarment or suspension of the contractor.

## **ARTICLE XXI. PRIVACY OF PERSONAL HEALTH INFORMATION**

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. Further, the Contractor shall comply with the terms of Attachment 3 to the Agreement.

## **ARTICLE XXII. ADDITIONAL ASSURANCES**

- a. The Contractor agrees that no part of any submitted claim will have previously been paid by the County, State and/or other funding sources.
- b. The Contractor agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.
- c. The Contractor agrees to comply with all applicable State and Federal statutes and regulations.

## **ARTICLE XXIII. INVALID PROVISIONS**

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the validity of such

covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the COUNTY or the CONTRACTOR in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

#### **ARTICLE XXIV. NOTICES**

Any notice required to be given under this Agreement by CONTRACTOR to the COUNTY shall be in writing and sent by certified mail, return receipt requested, to:

Michael McLaughlin  
Deputy County Executive  
112 State Street, Room 200  
Albany, New York 12207

#### **ARTICLE XXV. NO WAIVER**

No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

#### **ARTICLE XXVI. MODIFICATIONS**

This Agreement may only be modified by a formal written amendment executed by the COUNTY and the Contractor.

#### **ARTICLE XXVII. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties hereto and there are no collateral or oral agreements or understandings with respect to the subject matter of this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties.

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

COUNTY OF ALBANY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Hon. Daniel P. McCoy  
County Executive or

Michael McLaughlin  
Deputy County Executive

Rehabilitation Support Services  
314 Central Avenue  
Albany, N.Y. 12206

DATE: \_\_\_\_\_

By: \_\_\_\_\_

William Devita, Executive Director

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

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

NOTARY PUBLIC

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

On the \_\_\_\_ day \_\_\_\_\_, 2025, before me, the undersigned, personally appeared, William Devita personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

---

NOTARY PUBLIC

## SCHEDULE "A"

### INSURANCE COVERAGE

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting 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 use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

**Liability for:**

**Combined Single Limit:**

|                 |              |
|-----------------|--------------|
| Bodily Injury   | \$1,000,000. |
| Property Damage | \$1,000,000. |
| Personal Injury | \$1,000,000. |

4. **Professional Liability Insurance:** A policy or policies covering all operations of contractor and employees with limits of not less than \$1,000,000.



## **Attachment “A”**

### **Scope of Services**

#### **REENTRY CASE MANAGEMENT**

The purpose and overarching goal of the County Reentry Task Force (CRTF) program is to enhance the reentry service delivery system, to identified moderate to high risk / high need individuals returning to the community from prison to successfully integrate back to the community, reduce recidivism of re-arrest and parole violations, effect offender behavioral change, enhance offender accountability and promote public safety. CRTFs are charged with coordinating and managing services provided to individuals to ensure effective reentry into the community.

The County Reentry Program consists of a Reentry Task Force which includes designated County Co-Chair(s) and the DOCCS Co-Chair, Reentry Coordinator, Case Review Committee and Case Management Services. The key to this successful program is **Collaboration** among the numerous partners and community programs, **Coordination** of services, referrals, linkages and follow-up and **Communication** among key partners, the contracted service of RSS and the Reentry Coordinator. The Reentry Coordinator establishes all meetings, manages and tracks progress regarding services delivery, performance outcomes, program goals, and has oversight of the case management contracted services with RSS.

**Case Management Services** – is a collaborative process of planning, assessment, referrals, coordination, linkage to services, communication, advocacy, monitoring and tracking of data for reentry program individuals to successfully integrate back into the community and meet their conditions of parole. The following highlights case management expectations of the contracted service with RSS.

**Case Management Services Delivery-** Case management services are to be delivered from October 1, 2025 – September 30, 2026 at 260 South Pearl Street Albany NY 12202. RSS is expected to fulfill all contracted targets which includes (160 Individual Case Conferences, 135 Intakes Assessments, 135 Service Coordination Plans, 40 enrolled into Ready Set Work and 20 Successfully Complete Ready Set Work). If contracted targets are reached before September 30, 2026, RSS must continue delivery of case management services until the contract is ended.

**Peer Engagement Services-** A part-time peer will be hired as of October 2023 and will provide additional support services to individuals in the program on a part-time basis. The Peer Employee will be certified and or have previous justice involvement. The peer staff will provide rides, assist with applications,

and offer support as needed for the individual and as determined by their support plan.

**Intake Assessment** - an intake assessment on each program approved reentry individual will be completed within one week of the individual being referred to reentry and / or has returned to the community. The intake assessment (use CRTF Intake Assessment form) identifies the strengths and areas of need for the individual inclusive of the conditions of Parole. The following areas must be assessed and needs identified by Case Manager and tracked:

- Family demographics and relationships, support system,
- Housing - current living arrangement and/or plan to obtain housing
- Employment – previous history if any and/or plan to obtain
- Educational/vocational needs
- Substance abuse treatment needs, provider status and current mandates
- Mental health – history of treatment, medication, provider status and current mandate
- Medical Needs -, provider status and current mandates
- Veteran Status and services
- Anger, aggression, Domestic Violence – history, services, treatment and current mandate
- Sex offender status -history, treatment plan and current mandates
- Any social support needs including care coordination, DSS navigation, transportation, identification, access to mobile device and other barriers to re-integration

\*\*Housing, Social Services assistance, Employment and Behavioral Health are a key areas that assistance is needed, with housing and employment necessary for condition of Parole

Additionally, the intake assessment should include the review of any historical and current information obtained from Parole, the prison and Reentry Coordinator that is available to be shared. An assessment form will need to be completed and uploaded to Albany County EHR for shared access with Reentry Coordinator within 24 hours after intake for tracking and preparation for case review meeting. It is incumbent upon the Case Management provider to make contact with reentry individual to conduct an intake assessment. Contact can be made with individuals in the provider's office; at Parole Office or in the community. The contractor should assertively outreach and engage reentry individuals for the completion of intake assessments and begin providing support services for a minimum of 30 days up to four months or longer if required.

**Service Coordination Plan** – the Case Review Committee will develop the initial service coordination plan based on referral from the facility, additional information provided by parole and committee consultations. This service coordination plan will be individualized and detailed after case manager meets

with client to complete Intake Assessment Form and speaks with Parole to review and agree with completed service coordination plan. Thus the service coordination plan is completed immediately after the Intake Assessment is conducted and must be shared with assigned Parole Officer. The service coordination plan will be periodically reviewed and refined based on client's progress and changing needs. The service coordination plan will be sent to the assigned Parole officer to ensure communication and no duplication of efforts as well as presented to the Case Review Committee. Strength based, client centered approach will be utilized in the development, implementation, and review of individualized service coordination plan. Individualized service coordination plan will identify goals that support individuals criminogenic and stabilization needs that promote successful tenure in the community.

**Service Coordination Plan Management** – it is the expectation that case manager will make referrals of reentry individuals to agencies for services and ensure that appointments and linkages are made. Case Manager will follow-up with clients as well as providers to confirm that connection to services has occurred. Service Coordination Plans will be reviewed by the Reentry Coordinator throughout service provision and at the time of discharge to ensure that most if not all identified needs were met and or referrals submitted to complete those needs. All Case Management Services will need to be documented in Albany County EHR and, therefore, accessible for review at any time.

The Case Management service will include a minimum of 2 FTE Case Managers, each of whom will maintain a caseload of reentry individuals. Masters-level staff OR bachelor level staff with a minimum of 5 years' experience with reentry individuals and services OR staff with lived-experience who have case management/mentoring experience in providing reentry services is required due to the seriousness and complexity of service needs presented by moderate to high risk / high need individuals, including the frequent presence of co-occurring behavioral health concerns.

Periods of case management service are expected to last a minimum of 30 days to 120 days (4 months). Services can be continued to be provided past this period in order to achieve already identified service coordination plan needs. Whenever possible, pre-release planning should be pursued up to three (3 months) prior to release. Receipt of pre-release referral information varies and many notifications occur within 30 days of pre-release or just prior to release date. Therefore, it is incumbent upon the Case Management provider (RSS) to make contact with reentry individuals to conduct an intake assessment as soon as they are released and/or referred by community provider and received/obtained a signed released of information.

During the post-release period, case managers will conduct intake assessment of individual needs, including both criminogenic and stabilization needs; modify service coordination plan as needed and begin the referral and linkage process to ensure a smooth transition for the individual. This case management support

will include completing applications, scheduling appointments and providing follow-up with agencies to ensure effective program linkages. Additionally, case managers will provide ongoing contact with the reentry individual and collateral providers to provide support in maintaining service linkages and addressing new needs as they emerge.

It is expected that there will be a minimum of four (4) contacts within a 30 day period between the case manager and the reentry individual. This can occur in a number of ways: direct contact with the reentry individual via telephone or face to face; meeting reentry individuals at Parole or provider appointment and transporting individual to an appointment. Each month, one (1) of the contacts with the reentry individual MUST be in the community and not RSS' or Parole's office. Case Manager will also be in regular contact with collateral providers to receive updates on clients' status and progress in the community.

The Case Management Service is required to manage a flexible spending fund for the purpose of addressing the unmet needs of individuals reentering the community. This can include the purchase of emergency clothing, personal care items, obtaining documents such as an NYS ID, Birth Certificate, Social Security card, Mobile devices, household kits, supplies needed to support work or vocational goals, bus passes, etc. Flexible spending funds cannot be used to purchase services or benefits already available through another service organization.

## **Reentry Program Outcomes and Performance Measures Reporting**

RSS will develop a monthly tracking report to provide the County Reentry Coordinator who will be receiving the information to report Albany County and DCJS of population being served. RSS will be required to track specific indicators of all reentry individuals receiving Case Management Services. These indicators include the following:

1. Number of persons who obtained housing each month
2. Number of persons obtained employment each month
3. Number of persons referred to specific treatment services such as listed below:
  - a. Substance abuse
  - b. Sex offender
  - c. Mental health
  - d. Domestic Violence
  - e. Anger Management
4. Demographic to be on a monthly basis includes:
  - a. Homeless at release

- b. Gender
- c. Age
- d. Ethnicity

Case Management services will also be required to track and document the following program evaluation outcomes:

1. # of contacts per month of service for each client
2. # of Intake Assessments (Goal 160 annual, approx. 14 a month)
3. # of Service Coordination Plans (Goal 135 annual)
4. # of reentry individuals enrolled/engaged in Ready Set Work! employment readiness program (Goal 40 annual)
5. # of reentry individuals enrolled/engaged in Ready Set Work! employment readiness program complete the program (Goal 20 annual)
6. Number of Bus Passes provided per month
7. # of program discharge and type of discharge as listed below:
  - a. Successful
  - b. Unsuccessful
  - c. Administrative

Claims will be required to be submitted quarterly in a format that provides detail documentation of actual expenditures.

## **Confidentiality**

RSS will comply 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

## **Record-Keeping**

Progress notes will document date and time of client and collateral contact and will reflect discussion points covered, plan of action to be taken by both client, case manager and/or collateral. Progress notes must be documented in Albany County EHR within 24 hours of service delivery, including all face to face, phone

and collateral contacts. Additionally, the below listed documents will be uploaded into Albany County EHR for each client:

1. Intake Assessment- reviewed and signed by client and staff
2. Service Coordination Plan- all iterations of service plan
3. DOCCS release paperwork- Referral, Taper, COMPAS, Release papers, DOCCS ID, conditions of Parole and any documents provided by DOCCS
4. Release of Information- DOCCS, Behavioral health and or Collaterals
5. Benefit award letter- DSS, SSA or Unemployment
6. Copies of applications submitted for identification and copies of identification once received (Birth certificate, Social Security card, DMV-non driver's ID, etc.)
7. Documents needed for submission of referrals (physical exams, ID, proof of disability etc.)
8. Ready Set Work! (RSW)/Vocational Readiness Program attendance and completion certificates.
9. Paystubs or stipend from CEO or other program
10. Signed housing leases/ proof of housing placement

## **Cognitive Behavioral Intervention Programming**

The ACRTF currently offers a CBI programming in the form of READY SET WORK! (RSW) which is a pre-employment vocational training program. Our current programming structure is offered twice a week, for five weeks, on Tuesdays and Thursdays from 1p.m. to 3p.m. with a minimum of 20 hours of instruction. If a client misses a session, ACRTF must provide a makeup class before client can continue regularly schedule sessions as each module builds upon itself. This 20 hour CBI must be offered four times per year to meet DCJS contract expectations.

DCJS offers annual training of this CBI and it is expected that the subcontractor will commit staff time to receive training when offered in order to support the facilitation of this program to our clientele. Subcontractor is expected to identify and support a client's engagement in this CBI RSW program.

Our Target number for the contact year is to enroll at minimum (40) Individuals to Ready Set Work! Attendance of at least one class is required to be counted as enrolled. Attendance sheets for each module must be completed and included in client's file and another copy forwarded to ACRTF Coordinator for record keeping. The target number for graduation/completion is a minimum of (20) per contract year.

## Attachment "B"

### Contractor's Budget

| <b>Staff Salaries</b>                  | <b>Annual Salary</b> | <b>%</b> | <b>Reentry Allocation</b> |
|----------------------------------------|----------------------|----------|---------------------------|
| Case Manager                           | \$50,847             | 100%     | \$50,847                  |
| Case Manager                           | \$51,149             | 100%     | \$51,149                  |
| Peer Staff                             | \$19,700             | 100%     | \$19,700                  |
|                                        |                      |          | <b>\$121,696</b>          |
| <br><b>Fringe Benefits</b>             |                      | 31.00%   | <b>\$37,726</b>           |
| To include:                            |                      |          |                           |
| Social Security                        |                      |          |                           |
| Medicare, Workers Comp                 |                      |          |                           |
| 401K                                   |                      |          |                           |
| NYS Paid Leave                         |                      |          |                           |
| Health Insurance                       |                      |          |                           |
| <br><b>Supplies &amp; Travel:</b>      |                      |          |                           |
| Office/Program Supplies                |                      |          | \$250                     |
| Communication/Phone                    |                      |          | \$1,500                   |
| Travel/Training/Field Work/Meetings    |                      |          | \$2,000                   |
| <b>Total Supplies &amp; Travel</b>     |                      |          | <b>\$3,750</b>            |
| <br><b>Operating Expenses</b>          |                      |          |                           |
| Operating Expenses                     |                      |          | \$1,180                   |
| Flexible Spending/Transportation/Other |                      |          |                           |
| \$15,900                               |                      |          |                           |
| Administration/Program Management      |                      |          | \$23,709                  |
| <b>Total Other Expenses</b>            |                      |          | <b>\$40,789</b>           |
| <br><b>Total Budget</b>                |                      |          | <b>\$203,961.00</b>       |

## **Attachment "C"**

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

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

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

#### **A. DEFINITIONS:**

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



## **B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

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

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.
10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

### **C. PERMITTED USES AND DISCLOSURE**

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

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

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

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

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

**F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION**

2. The term of this Agreement shall be October 1, 2024 through September 30, 2025. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the

- violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
  - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

#### **G. EFFECT OF TERMINATION**

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

#### **H. MISCELLANEOUS**

- 1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or applicable State or Federal Law means the section as in effect or as amended.
- 2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
- 4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM #820  
ALBANY, NY 12207**

**RE: RFP# 2024-079, Reentry Case Management Services**

***PLEASE CHECK THE APPROPRIATE BOX BELOW:***

☒ I WISH TO RENEW PROPOSAL #**2024-079** AND WILL HOLD  
AWARDED BID PRICES THROUGH SEPTEMBER 30, 2026.

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

***SUBMITTED BY:***

**VENDOR:** Rehabilitation Support Services, Inc. (RSS)

**REPRESENTATIVE:** David Warren

**TELEPHONE #** (518) 925-6829

**FAX #:** \_\_\_\_\_

**SIGNATURE:** 

**PLEASE RETURN THIS FORM BY FAX**  
**TO TINA KING @ 518-447-5588 [tina.king@albanycountyny.gov](mailto:tina.king@albanycountyny.gov)**

**Contract #:** 2025-1652

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** Bid

**Department:** Mental Health A4310

**Date Submitted:**

**Contact Person:** [Mark Gleason]

**Contact Phone:** 518-447-3014

**Vendor Info:** Cabot Coach Builders, Inc.

**Estimated Amount:** 152947.00

**Scope of Services:** Street Psychiatry Mobile Office Van

**Budget Line Item:** A94310.22425.STR25

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

*Daniel P. McCoy*  
*County Executive*

*Michael McLaughlin*  
*Deputy County Executive*

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

*Cindy G. Hoffman, LCSW-R*  
*Deputy Director*

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

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

Date: November 24, 2025

Re: Contract Administration Request  
Contract #1652

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

|                                   |                  |              |
|-----------------------------------|------------------|--------------|
| <b>Cabot Coach Builders, Inc.</b> | <b>\$152,947</b> | <b>#1652</b> |
|-----------------------------------|------------------|--------------|

Cabot Coach Builders will provide a 2026 Ford Transit Van to be used as a Street Psychiatry Mobile Office Van by the Department of Mental Health.



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

*Daniel P. McCoy*  
County Executive

*Michael P. McLaughlin, Jr.*  
Deputy County Executive

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

*Cindy G. Hoffman, LCSW-R*  
Deputy Director

Pamela O'Neill, CPPB  
Purchasing Agent  
Albany County Division of Purchasing  
112 State Street, Room 820  
Albany, NY 12207

Re: RFB #2025-127

Dear Ms. O'Neill,

After reviewing the proposals submitted in response to RFB #2025-127 and in consultation with the County Executive's Office, Albany County Department of Mental Health has selected Cabot Coach Builders, Inc. of Haverhill, MA as the vendor for our Street Psychiatry Mobile Office Van. At a total cost of \$152,947.00, Cabot Coach Builders was the lowest bid for one electric mobile office, in this case a Ford Transit Van, out of the six companies that submitted proposals.

If you have any questions, please contact Amna Siddiqui at [amna.siddiqui@albanycountyny.gov](mailto:amna.siddiqui@albanycountyny.gov) or (518) 447-5918.

Sincerely,

  
Cindy G. Hoffman, LCSW-R  
Deputy Director  
Albany County Department of Mental Health  
175 Green Street  
Albany, NY 12202





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:** Cindy Hoffman, LCSW-R, Deputy Director  
Albany County Department of Mental Health

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

**DATE:** October 28, 2025

**RE:** RFB-2025-127

---

I am in receipt of your recommendation to award the aforementioned to Cabot Coach Builders, Inc in the amount of \$152,947.00, for the purchase of a Ford Transit Van electric mobile office.

As Cabot Coach Builders, Inc is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFB-2025-127 Tabulation  
Street Psychiatry Mobile Office Vans

| Bidder                  | Brooklyn<br>Campervans                   | Cabot Coach<br>Builders  | Don Brown Bus<br>Sales                          | Matthews<br>Specialty<br>Vehicles             | Techops<br>Specialty<br>Vehicles         | TESCO Specialty<br>Vehicles                                   |
|-------------------------|------------------------------------------|--------------------------|-------------------------------------------------|-----------------------------------------------|------------------------------------------|---------------------------------------------------------------|
| Price for One Van       | \$ 197,800.00                            | \$ 152,947.00            | \$ 307,995.00                                   | \$ 163,492.00                                 | \$ 190,279.38                            | \$ 209,695.60                                                 |
| Year, Make and Model    | 2025 Mercedes<br>Benz eSprinter<br>170WB | 2026 Ford Transit<br>BEV | 2025 e-Sprinter<br>with HLE<br>Conversion       | Mercedes Benz<br>Sprinter 3500 -<br>170WB EXT | 2026 Mercedes<br>Benz Sprinter<br>diesel | 2025 Ford Transit<br>Turtle Top Terra<br>2 door gas<br>engine |
| Estimated Delivery Date | 1/2/2026                                 | ARO                      | 90 - 120 Days<br>Estimated 9-10<br>months total | 480+ days ARO                                 | 180 days ARO                             | 60-90 days ARO                                                |

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: Street Psychiatry Mobile Office Van Conversion  
Bid Number: 2025-127

### 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

Number

None

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Cabot Smith President  
Cabot Coach Builders Inc  
99 Newark St Haverhill MA 01832
- Phone: 978-374-4530 Fax: 978 521 5425
- E-mail: csmith @ cabotcoach, com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

**BID FORM**

**BID IDENTIFICATION:**

Title: Street Psychiatry Mobile Office Van Conversion  
Bid Number: 2025-127

**PLEASE INCLUDE A DRAWING OF YOUR PROPOSED INTERIOR LAYOUT**

Total delivered price for 1 Van \$ 152,947  
Year, Make and Model 2026 Ford Transit BEV  
Estimated Delivery Date 90 to 120 Days ago

COMPANY: Cabot Coach Builders Inc  
ADDRESS: 99 Newark St  
CITY, STATE, ZIP: Haverhill MA 01832  
TEL. NO.: 978-374-4530  
FAX NO.: 978 521 5425  
FEDERAL TAX ID NO.: 04-2907444  
REPRESENTATIVE: Cabot Smith President  
E-MAIL: CSmith@cabotcoach.com  
SIGNATURE AND TITLE  per

DATE 10.7.25

**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

10-7-25

Date



Signature



Title

Cabot Coach Builders Inc

Company Name



**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

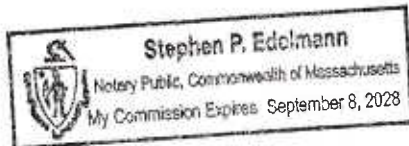
Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

If Corporation:

STATE OF MASSACHUSETTS,  
COUNTY OF ESSEX ) SS.:

On this 7th day of OCTOBER, 20025, before me personally appeared Cabot Smith to me known, who, being by me sworn, did say that he resides at (give address) 5 COLONIAL DRIVE MERRIMAC, MA that he is the (give title) PRESIDENT of the (name of corporation) CABOT COACH BUILDERS, 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.



Stephen P. Edlmann  
Notary Public, State of MASSACHUSETTS

Qualified in \_\_\_\_\_

Commission Expires SEPTEMBER 8, 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:<br><input checked="" type="checkbox"/> PRIME CONTRACTOR                                                                                                                                                                                                                                                                                    |                             |                                                                                        |                                      |
| 2. VENDOR'S LEGAL BUSINESS NAME<br><i>Cabot Coach Builders Inc</i>                                                                                                                                                                                                                                                                                       |                             | 3. IDENTIFICATION NUMBERS<br>a) FEIN # <i>04 2907444</i><br>b) DUNS # <i>153627294</i> |                                      |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:                                                                                                                                                                                                                                                                                             |                             | 5. WEBSITE ADDRESS (if applicable)<br><i>www.cabotcoach.com</i>                        |                                      |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE<br><i>99 Newark St Haverhill MA 01832</i>                                                                                                                                                                                                                                                       |                             | 7. TELEPHONE NUMBER<br><i>978 374 4530</i>                                             | 8. FAX NUMBER<br><i>978 521 5425</i> |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE<br><i>IN NEW YORK STATE, if different from above</i>                                                                                                                                                                                                                                            |                             | 10. TELEPHONE NUMBER                                                                   | 11. FAX NUMBER                       |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE<br>Name <i>Cabot Smith</i><br>Title <i>President</i><br>Telephone Number <i>978 374 4530</i><br>Fax Number <i>978 521 5425</i><br>e-mail <i>csmith@cabotcoach.com</i>                                                                                                                                      |                             |                                                                                        |                                      |
| 13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.                                                                                                                                                                                                                                                                                                           |                             |                                                                                        |                                      |
| a) NAME <i>Cabot Smith</i>                                                                                                                                                                                                                                                                                                                               | TITLE <i>President</i>      | b) NAME                                                                                | TITLE                                |
| c) NAME <i>MacGregor Smith</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. |                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:                                                                                                                                                      |                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                    |                                      |
| a) An elected or appointed public official or officer?<br><i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>                                                                                                                                                    |                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                    |                                      |
| b) An officer of any political party organization in Albany County, whether paid or unpaid?<br><i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>                                                                                                          |                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                    |                                      |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                   |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16. | <p>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:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                   |
| a)  | <p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>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;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                               |
| b)  | <p>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?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                               |
| c)  | <p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                               |
| 17. | <p>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?</p> <p>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."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                               |
| 18. | <p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes?<br/><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></p> <p>b) file returns or pay New York State unemployment insurance?<br/><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax<br/><i>Indicate the years the vendor failed to file.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 19. | <p>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?</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                               |
| 20. | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: Mass )  
 ) ss:  
County of: Essex )

**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.

Cabot Coach Builders Inc.  
Name of Business  
99 Newark St  
Address  
Haverhill MA 01832  
City, State, Zip

Signature of Owner

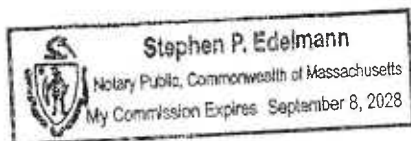
Printed Name of Signatory

Title

Cabot Smith  
President

Sworn before me this 17th day of October, 2025

Notary Public [Signature]



STEPHEN P. EDELMANN

Printed Name

Signature

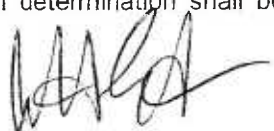
Date

[Signature]  
10/7/25

**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.

10.7.15  
Date

  
Signature  
President  
Title  
Cabot Coach Builders, Inc.  
Company Name



**PREPARED FOR:**

Pamela O'Neill  
Purchasing  
Albany County Department of Mental Health  
112 State Street Room 820  
Albany, NY 12207  
pamela.oneill@albanycountyny.gov  
518.447.7140

**PREPARED BY:**

CB Smith  
Cabot Coach Builders Inc  
99 Newark Street  
Haverhill, Ma 01832  
www.cabotcoach.com  
978.374.4530

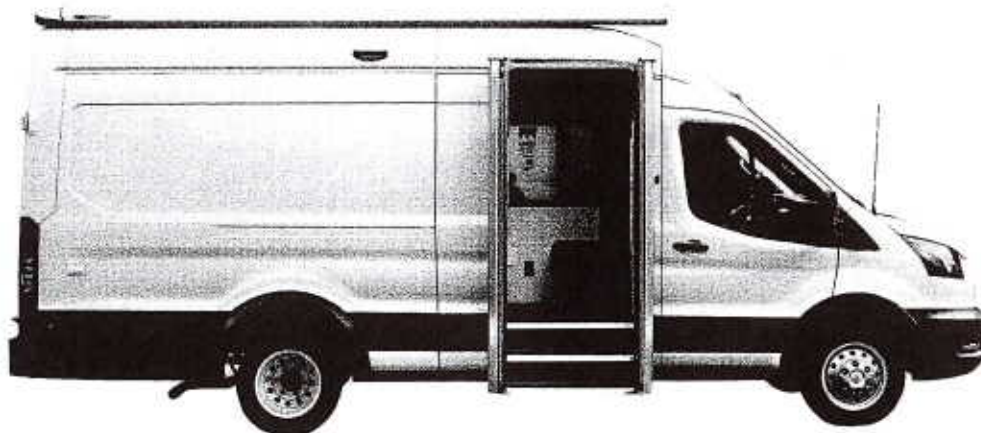
2025-10-07

8FEBM-H2QWX-IFZSJ-VPMB0

**TITLE:** Street Psychiatry Mobile Office Van Conversion

**DEPARTMENT:** Albany County Department of Mental Health

**BID NUMBER:** 2025-127

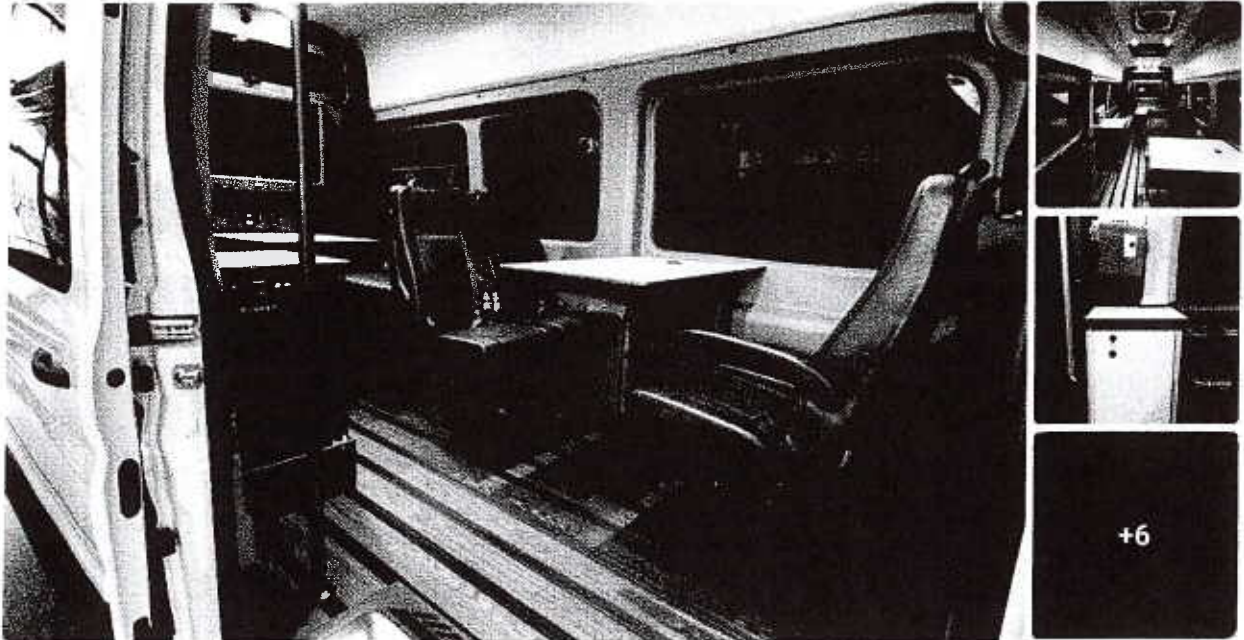


Over 40 years of Truck and Van customization for mobile applications like broadcast, community outreach, mobile medical, mobile workspace, and public safety requires expertise and careful planning to ensure your goals are met. Cabot Coach Builders has the history and background to help maximize your space and investment in a vehicle that suits your specific application.

Our team of experts is dedicated to working with you to design and build a vehicle that meets all your specific needs and requirements. We believe that every business is unique, and your purpose-built vehicle should reflect that. That's why we offer a personalized design consultation to ensure your vehicle is tailored to your business and meets all your needs.



## Vehicle and Floorplan



### Community Outreach Linkbase Example Vehicle

Your Mobile Base for Community Impact

The LinkBase by Cabot Coach Builders is a mobile, mission-ready outreach vehicle designed to meet the dynamic needs of social service agencies working in the field. Built on the versatile Ford Transit chassis, LinkBase offers the perfect balance of mobility, comfort, and functionality serving as a fully equipped base of operations wherever your work takes you.

Whether delivering housing support, mental health counseling, public health education, youth programming, or veteran services, LinkBase adapts to your team's mission with a customizable interior and durable design.

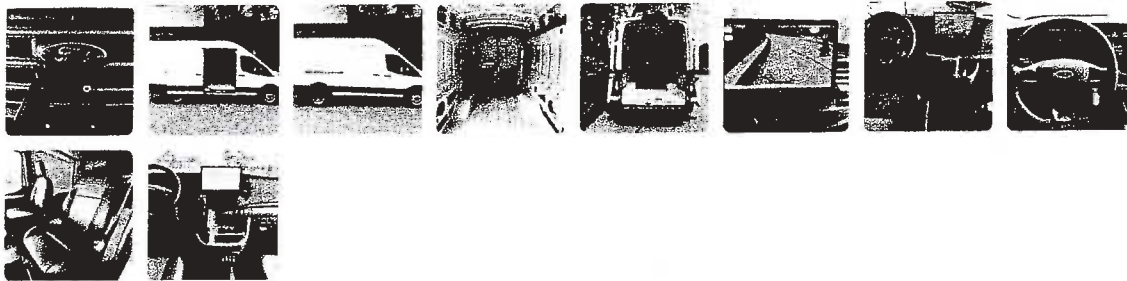
Inside, LinkBase can be customized to meet diverse outreach needs, offering comfortable seating for group or individual transport, a private meeting area for consultations, off grid power system and rear heat and air conditioning for year-round comfort. Its bi-fold accessible entry door ensures inclusive access, while custom storage keeps supplies and materials organized. Optional refrigeration can also be added to support food distribution, vaccine storage, or medical transport.

This layout service as the basis of your vehicle and may or may not include all of your requested equipment, options or final floorplan. Please refer to the quotation details for final specification and modifications. Upon approval we will create a custom detailed floorplan for your vehicle.

# Your Vehicle, Accessibility and Exterior Modifications

## 2026 Ford Transit W3X Extended High Roof BEV

Ford Transit Extended High Roof BEV generally includes the following equipment; black body side moldings, carbon black bumpers, a full-size spare tire and wheel, and a three-bar grille with chrome surround. Convenience and safety features include rain-sensing wipers, headlamp courtesy delay, auto high beam headlamps, and a rearview camera with trailer hitch assist. Inside, you'll find LED interior lighting, air conditioning, a center console, a locking glove box, assist handles at the A-pillars, a 12V PowerPoint, and a rotary gear shift dial with a tilt/telescopic steering wheel. Advanced technology includes the SYNC 4 system with Enhanced Voice Recognition and a 12-inch screen. Safety systems are comprehensive, featuring Forward Collision Warning, Hill Start Assist, Lane Keeping System, Post-Collision Braking, Pre-Collision Assist with Automatic Emergency Braking, Side-Wind Stabilization, and Advance-Trac with Roll Stability Control. The vehicle is equipped with 3-point safety belts, front, side, and Safety Canopy airbags, 4-wheel disc brakes with ABS, a Securi-Lock anti-theft system, SOS Post-Crash Alert, and a Tire Pressure Monitoring System. It comes backed by a 3-year/36,000-mile bumper-to-bumper warranty and a 5-year/60,000-mile roadside assistance plan.



## Drivers Door Step Fiberglass

A convenient fiberglass step for the driver.



## Passenger Door Step Fiberglass

A convenient fiberglass step for the front passenger.



## Slider Door Modified Entry and Step

A modified entry at the slider with extended step for convenient passenger entry and exit



### **Grab Handles**

Oversized Grab Handles for improved passenger safety entering and exiting the vehicle.



## **Your Vehicle Interior Modifications and Seating**

### **OEM Lining and Insulation Package**

Lining package will be durable plastic with OEM fitment. An R8 insulation will be added in the ceiling for additional comfort and sound proofing. Lining is Antimicrobial plastic with scratch & scuff-Resistance.



### **Flooring: Manor Oak Transit**

Plywood subfloor overlaid with non-slip Manor Oak transit flooring.



### **Van Curtain Behind Driver and Front Passenger**

Sliding curtain for privacy between the office and the driver compartment



### **Van Partition at Rear Storage Bay Vinyl**



Floor-to-ceiling partition separating wall constructed of aluminum framing and finished with highly durable vinyl and suitable for mounting components.



### Storage Cabinet with Slide Doors

Custom flush mounted storage cabinet with slide doors



### Four (4) Transport Seats 3pt

Four seats installed capable of transporting passengers. Seats are available in your choice of fabrics and colors. Seats can be positioned forward or rear facing.



### Two (2) Bench Seats with Storage Under Black

Bench seat with easy lift bottom to access the storage space under.



### Trespa Table Partition Wall Mount Legless

Legless solid surface tables wall mounted for unrestricted legroom easy access, weight tested for durability and support. Ideal for harsh laboratory environments, Trespa withstands most aggressive chemicals and cleaning agents, does not support bacterial growth.



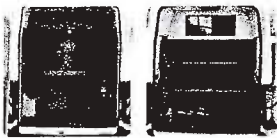
### Trespa Table Street Side Wall Mount Legless

Legless solid surface tables wall mounted for unrestricted legroom easy access, weight tested for durability and support. Ideal for harsh laboratory environments, Trespa withstands most aggressive chemicals and cleaning agents, does not support bacterial growth.



### **Storage Bay Trim and Shelf**

Storage bay finished with shelves for extra storage can be customized to suit your mission



## **Your Custom Equipment**

### **Refrigerator/Freezer 1.6cu ft**

Bodega heavy-duty, dual-zone 1.6cu ft portable fridge/freezer with advanced compressor technology, offering powerful cooling and deep-freeze capability for reliable food and beverage storage on the go. Low noise, built in LED, reversible door.



### **Sharps Disposal Container Wall Mounted with Cage**

A high-quality waste disposal solution for needles, syringes, pipettes, glass slides, and other single use sharps. It features high quality construction with great practicality and utility. This container can be used in any health care facility and can be attached to walls. Includes 2 Sharps Disposal Containers and mounting cage.



### **TV 32" HD Smart TV**

Up to a 32 inch Smart TV with built in speakers will be installed and connected includes remote HDMI port.



### **WebCam Wide Angle with Omni Directional Mic**

A wide angle HD 1080p webcam with built in omni directional microphone.



### **SEMTECH Mobile Hot Spot with Ethernet and External Antenna**

The AirLink® RV55 delivers LTE and Wi-Fi connectivity for vehicles and remote fixed assets operating in harsh environments. With ultra-low power consumption, the RV55 is ideal for solar/battery powered installations.



## **Your HVAC and Lighting**

### **HVAC Rear Tie In BEV**

A high performance rear heat and air conditioning specifically designed for the Ford Transit BEV. Using the Ford Transit OEM HVAC and vehicles Electric Battery this system offers the best functionality and performance while minimizing system draw. Controls can be located in the drivers compartment or other location requested by the operator.



### **Roof Top Vent Fan WHITE**

Maxxair Maxxfan Deluxe 00-05100K WHITE High-performance, all-weather roof vent with built-in fan and thermostat, providing powerful airflow, rain protection, and automatic climate control for optimal interior comfort.



### 12V Interior LED Task Lights

LED Strip light offering task lighting above critical areas



### 12V Storage Area LED Strip Light

LED Strip light offering lighting inside the storage bay



### 12V LED Interior Lighting (8) Eight Puck Lights

Eight Dimmable Puck lights strategically placed for optimal lighting



### 12V Step Lights (2) Two

Step light illuminates the step area when door is open.



## Your Power Supply and Distribution

## CSV Pro Power Onboard

Pro Power Onboard and Cabot Specialty Vehicles' system integration ensures that having one easy power solution for your vehicle makes operation, charging, and monitoring simple and convenient, delivering seamless reliability for your specialty vehicle. A built-in system delivering up to 2.4 kW of power operates directly from the vehicle's extended range batteries letting users monitor and control power from the SYNC display while protecting driving range.



## Four (4) Dual USB/110 Outlets

Strategically placed outlets include USB and 110v



## Your Safety Equipment

### CO Alarm, Operator Area SA-340

The Safe-T-Alert SA-340 is a sealed lithium battery powered carbon monoxide alarm. Lithium batteries are non-removable and warranted to power the detector for five years.



### Safety Kit

Fire Extinguisher, First Aid Kit 10 Unit, Triangle Reflector Kit



### Back Up Alarm

A white noise back up alarm provides added safety.

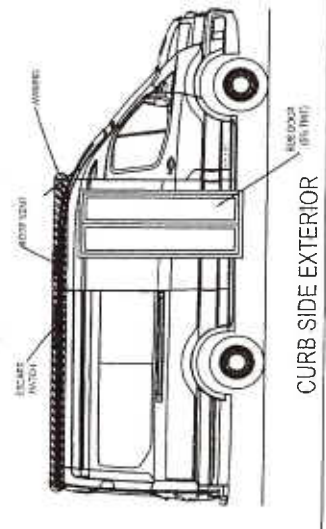


# Terms and Conditions

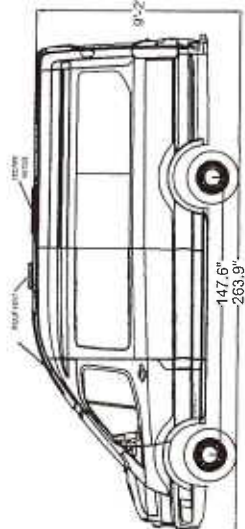
## Purchase Terms and Conditions

Delivery and Orientation are included unless otherwise noted here.  
Estimated time of completion 90-120 days after receipt of order.

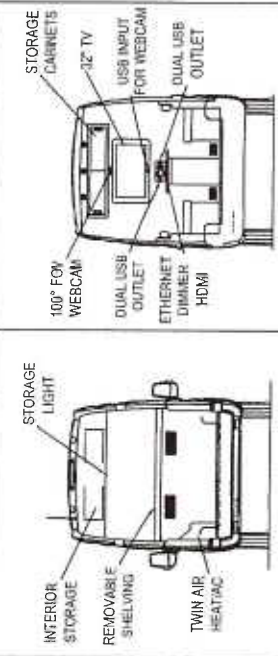
|                      |                     |
|----------------------|---------------------|
| Subtotal             | \$152,947.00        |
| <b>Vehicle Total</b> | <b>\$152,947.00</b> |



CURB SIDE EXTERIOR

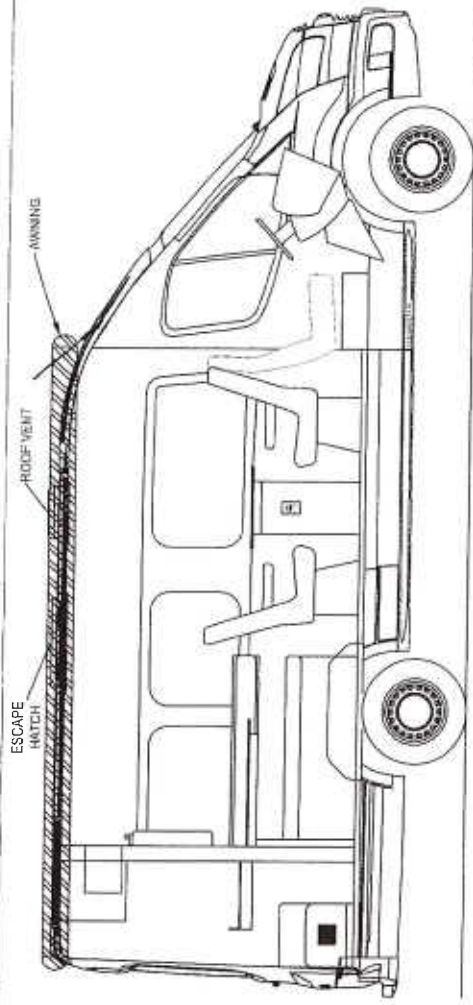


STREET SIDE EXTERIOR

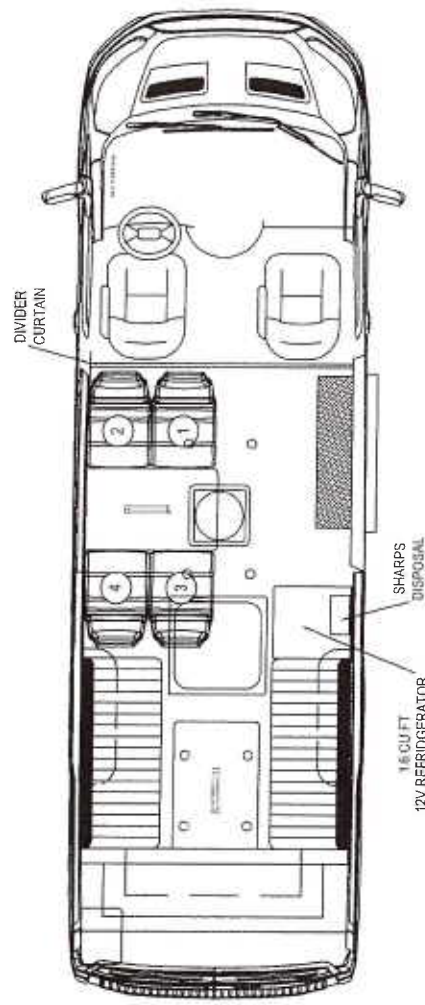


REAR INTERIOR

INTERIOR



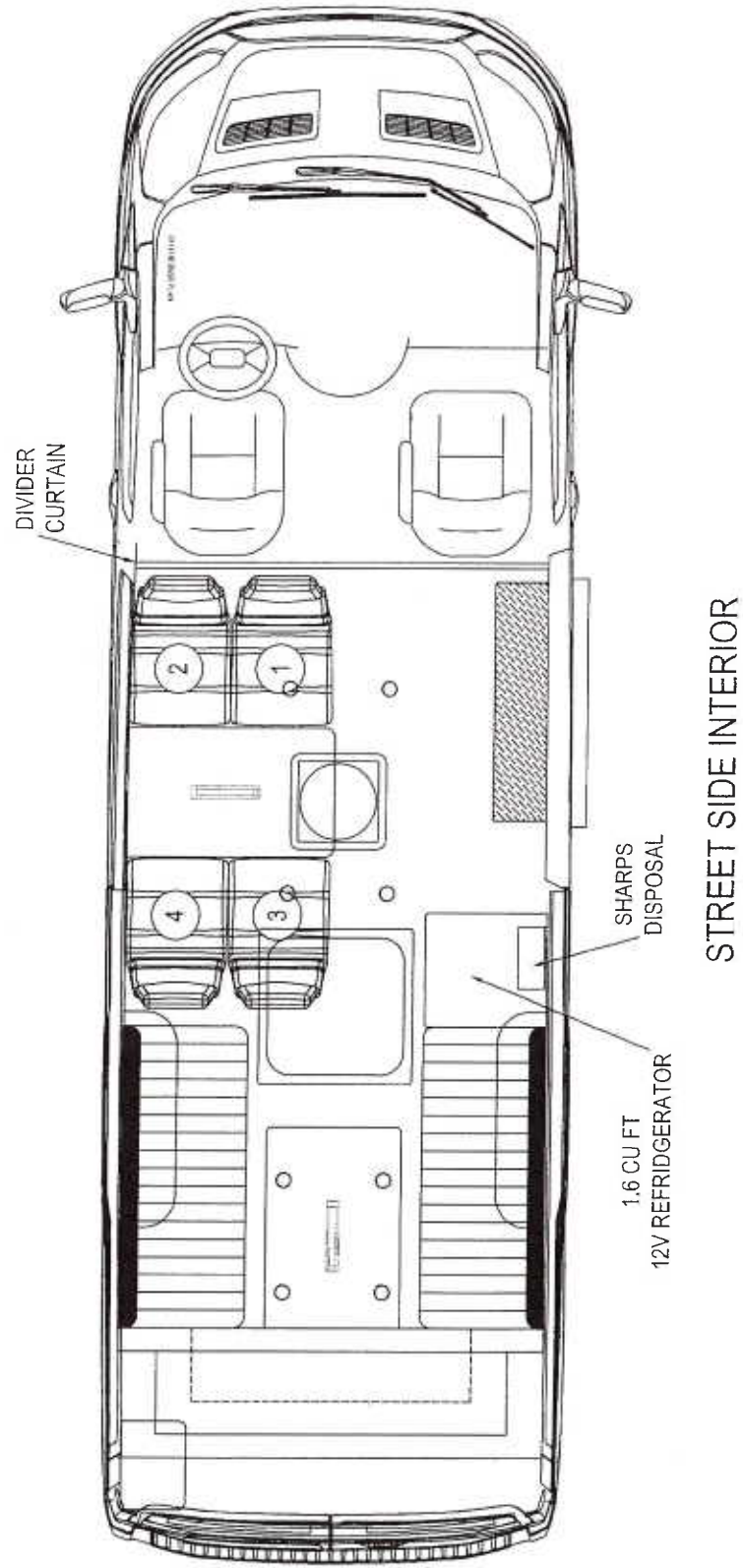
STREET SIDE EXTERIOR



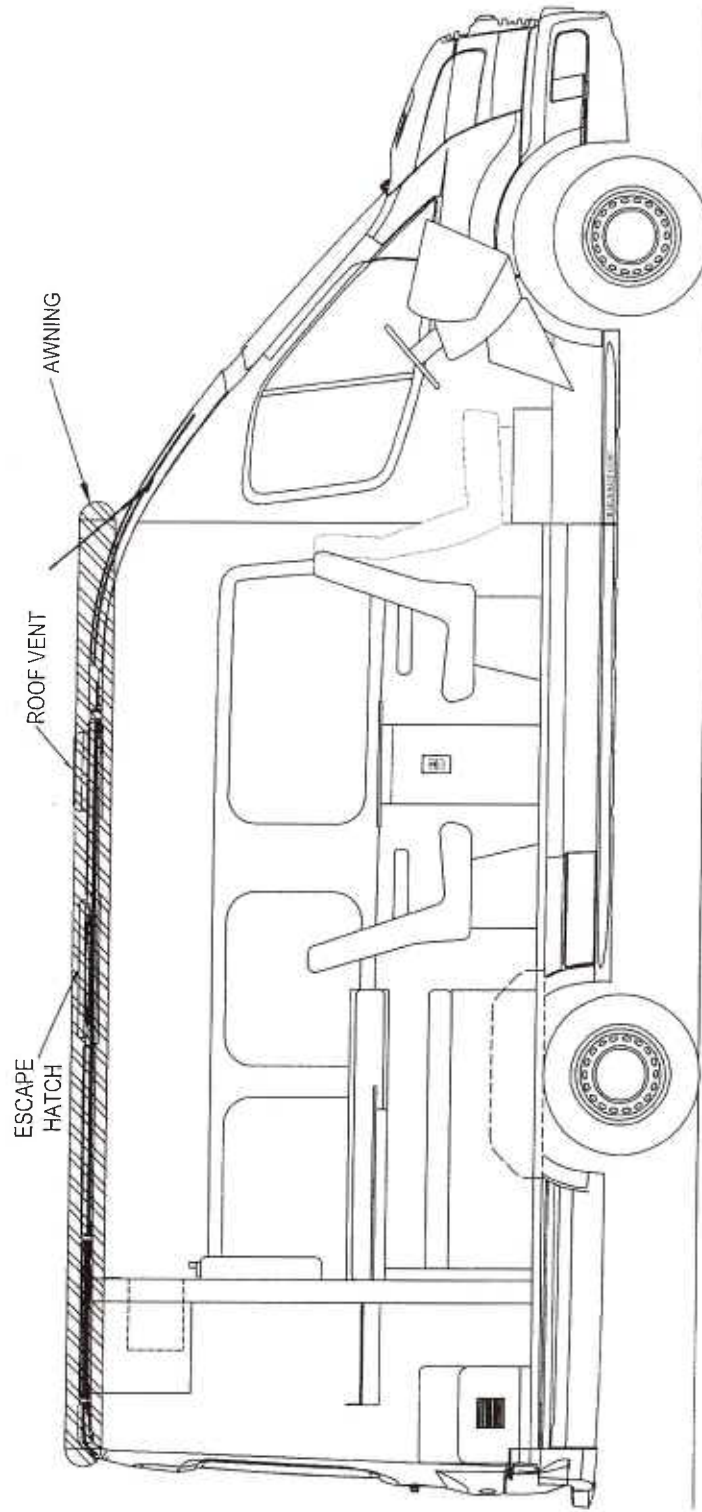
STREET SIDE INTERIOR

| Brand                                                                                                                                                                                                                                  | Year | Model    | Drawn By |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| TRANSIT                                                                                                                                                                                                                                | 2025 | 148EL HR | JK       |
| TITLE: TR148EL HR TRANSIT LINKBASE                                                                                                                                                                                                     |      |          |          |
| SIZE DWG. A TR-101-101 1                                                                                                                                                                                                               |      |          |          |
| SCALE 1:45 9/2/2025 SHEET 1 OF 1                                                                                                                                                                                                       |      |          |          |
| E-TRANSIT, 148EL HIGH ROOF                                                                                                                                                                                                             |      |          |          |
| COMMENTS: 30' NET SCALE DRAWING                                                                                                                                                                                                        |      |          |          |
| REVISIONS: 1. 11' BNG 11' 1.02' 1.02' 1.02'                                                                                                                                                                                            |      |          |          |
| THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF E-TRANSIT, INC. AND IS TO BE USED FOR THE PROJECT AND SITE ONLY. REPRODUCTION IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION OF E-TRANSIT, INC. IS PROHIBITED. |      |          |          |









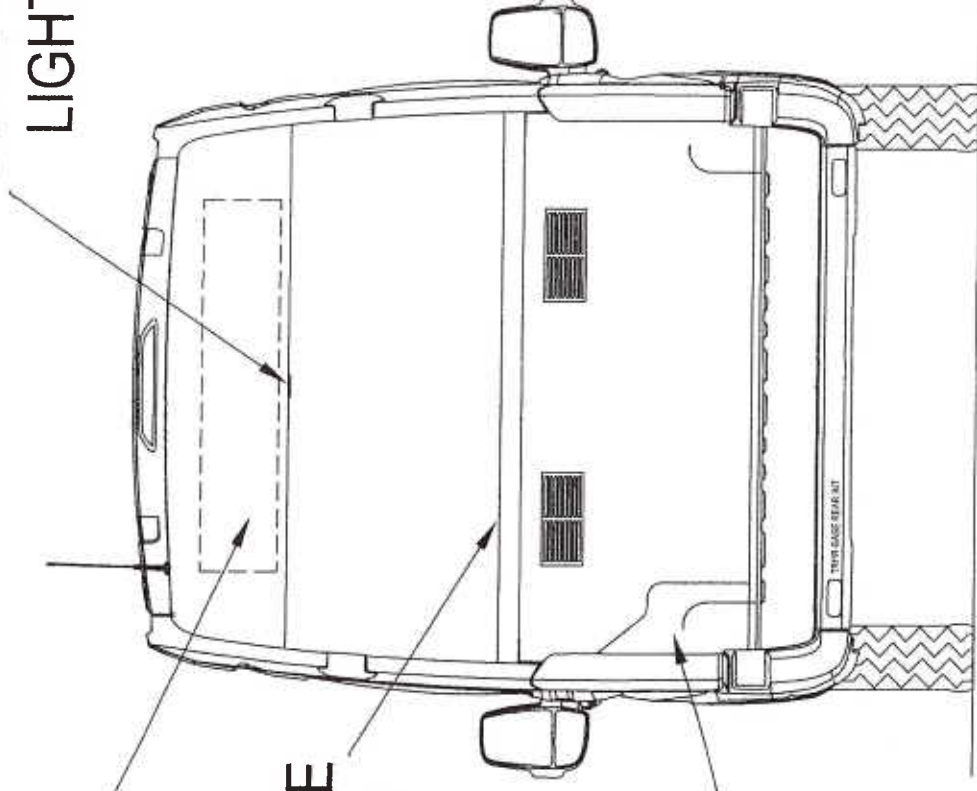
STREET SIDE EXTERIOR

STORAGE  
LIGHT

INTERIOR  
STORAGE

REMOVABLE  
SHELVING

TWIN AIR  
HEAT/AC



REAR INTERIOR

STORAGE  
CABINETS

32" TV

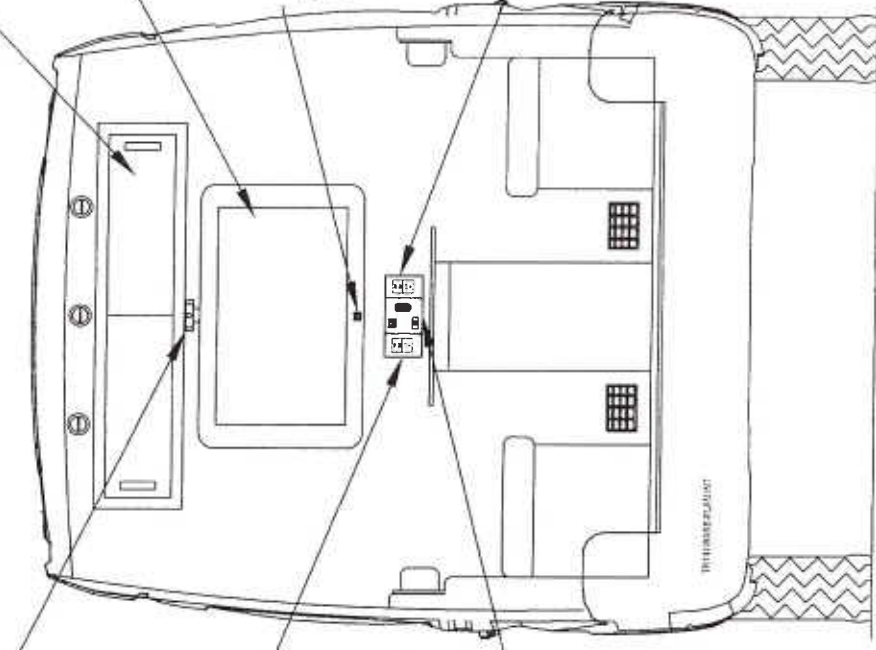
USB INPUT  
FOR WEBCAM

DUAL USB  
OUTLET

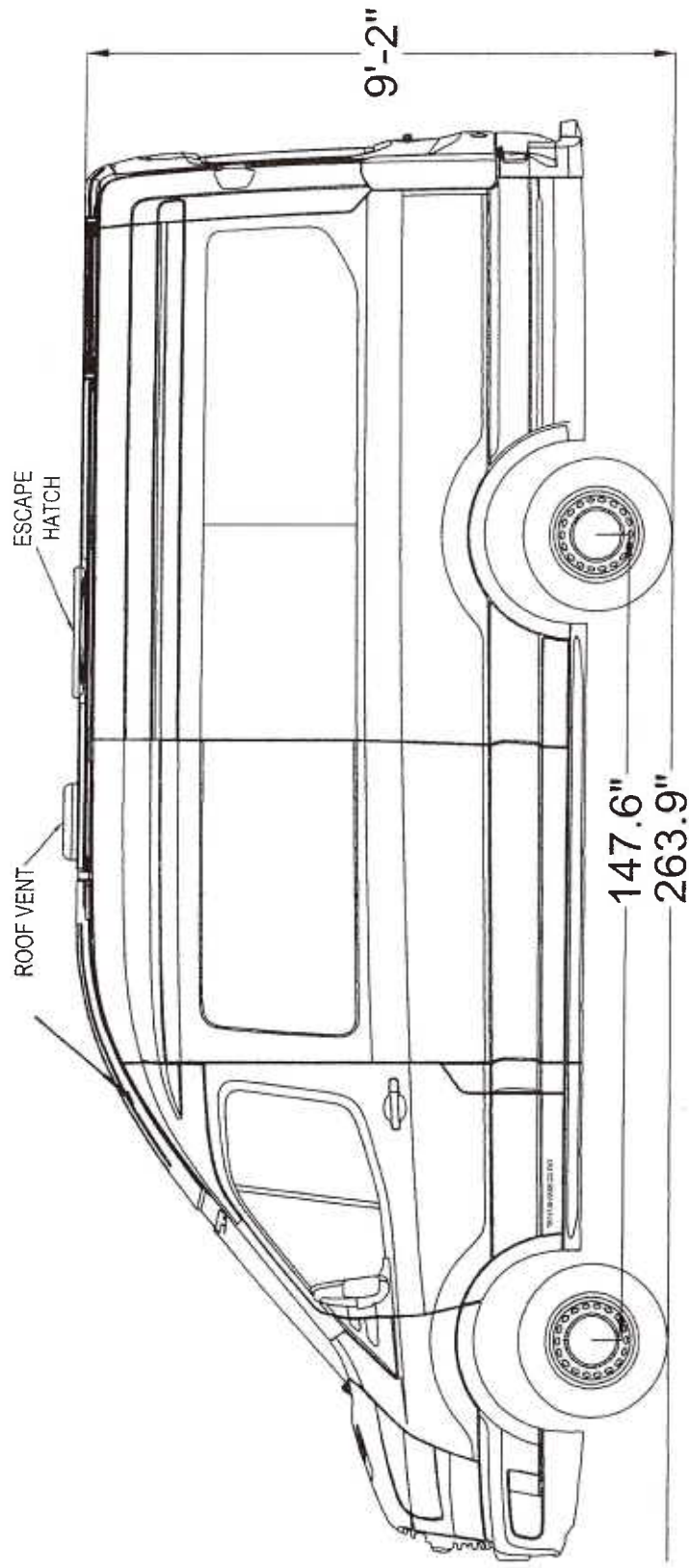
100° FOV  
WEBCAM

DUAL USB  
OUTLET

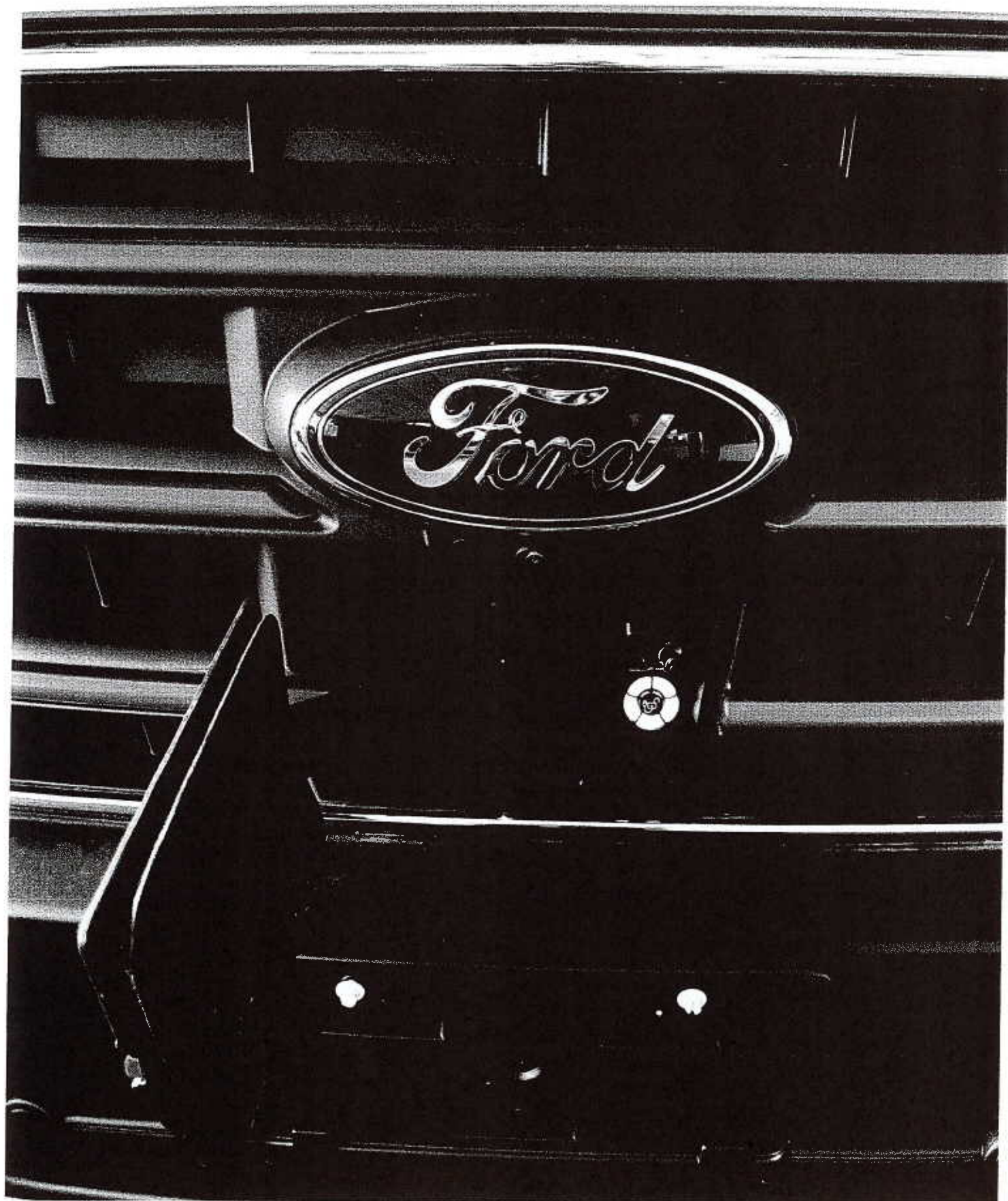
ETHERNET  
DIMMER  
HDMI



INTERIOR



STREET SIDE EXTERIOR



















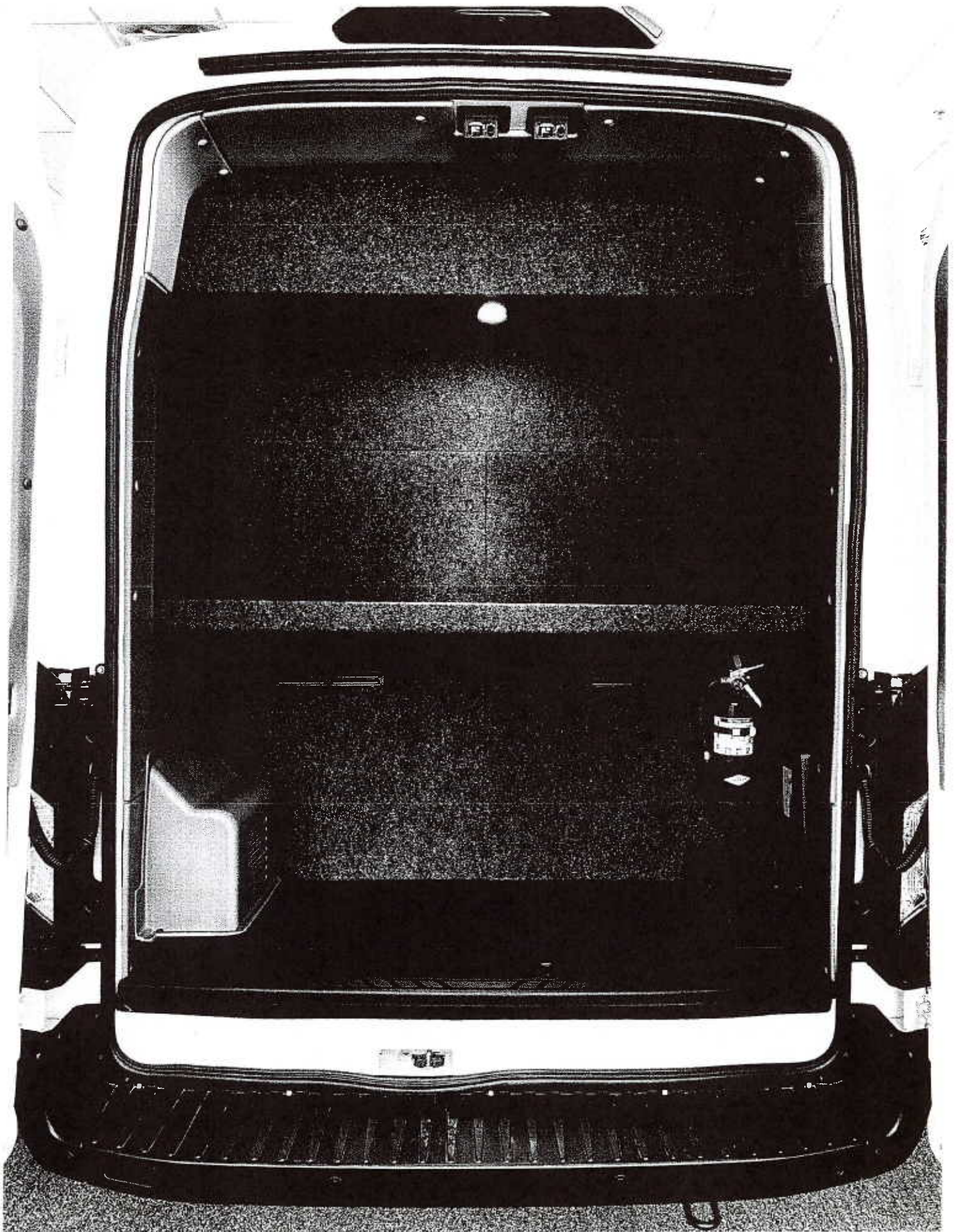












# *Cabot Coach Builders, Inc*

## **NEW VEHICLE LIMITED WARRANTY**

CABOT COACH BUILDERS INC D/B/A, ROYALE, ROYALERV, CABOT SPECIALTY VEHICLES WARRANTS EACH VEHICLE TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER THIS WARRANTY BEING LIMITED TO MAKING GOOD AT THE FACTORY, OR AN AUTHORIZED REPAIR FACILITY, TO THE ORIGINAL PURCHASER, ANY PART OR PARTS THEREOF WHICH SHALL, WITHIN THIRTY-SIX (36) MONTHS AFTER DELIVERY OF SUCH VEHICLE OR BEFORE SUCH VEHICLE HAS BEEN DRIVEN THIRTY-SIX THOUSAND (36,000) MILES, WHICHEVER EVENT SHALL FIRST OCCUR AND WHICH UPON EXAMINATION SHALL DISCLOSE TO OUR SATISFACTION TO HAVE BEEN DEFECTIVE. THIS WARRANTY BEING EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THIS WARRANTY SHALL NOT APPLY TO ANY BODY PART OR PARTS WHICH HAVE BEEN REPAIRED OR ALTERED OUTSIDE OF THE MANUFACTURER'S FACTORY IN ANY WAY SO AS IN THE JUDGMENT OF THE MANUFACTURER TO AFFECT ITS STABILITY AND RELIABILITY, NOR WHICH HAS BEEN SUBJECTED TO MISUSE, NEGLIGENCE OR ACCIDENT.

CABOT COACH BUILDERS INC MAKES NO WARRANTY WHATSOEVER TO ANY OEM CHASSIS OR CHASSIS PART, NOT MODIFIED BY CABOT COACH BUILDERS INC.

CABOT COACH BUILDERS INC RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN, AND CHANGES OR IMPROVEMENTS ON ITS PRODUCT WITHOUT IMPOSING ANY OBLIGATION UPON ITSELF TO INSTALL THE SAME ON PRODUCTS THERETOFORE MANUFACTURED.

ALL CLAIMS FOR WARRANTY ADJUSTMENTS MUST ORIGINATE WITHIN THE WARRANTY PERIOD AS STATED HEREIN, AND MUST BE AUTHORIZED THROUGH CABOT COACH BUILDERS INC.

ALL OUTSIDE PURCHASED PARTS INCLUDING ELECTRICALLY OPERATED COMPONENTS ARE TO BE WARRANTED THROUGH THEIR MANUFACTURER.

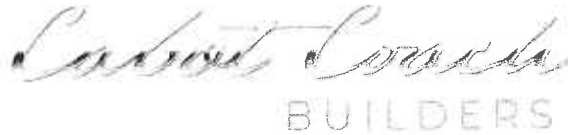
CABOT COACH BUILDERS INC MUST BE NOTIFIED BEFORE ANY WARRANTY REPAIR WORK IS PERFORMED.

CABOT COACH BUILDERS INC RESERVES THE RIGHT TO ALTER OR MAKE SUBSTITUTIONS TO ANY VEHICLE STANDARD OR OPTIONAL EQUIPMENT OR VEHICLE DESIGN, OR TO ALTER THE TERMS OF ITS WARRANTY AT ANY TIME WITHOUT PRIOR NOTICE.

CABOT COACH BUILDERS INC WARRANTY AUTHORIZATION 1.800.544.5587 OR [SUPPORT@CABOTCOACH.COM](mailto:SUPPORT@CABOTCOACH.COM)







#### CABOT COACH BUILDERS SALES AGREEMENT TERMS AND CONDITIONS

This Vehicle Sales Agreement (the "Agreement") is made and entered into as the Effective Date between Cabot Coach Builders ("Seller") and the Buyer ("Buyer"), collectively referred to as the "Parties." The terms and conditions outlined herein govern the sale of the vehicle(s) described in the accompanying Offer, Invoice or Purchase Order.

##### 1. VEHICLE DESCRIPTION

The vehicle(s) being sold under this Agreement, including make, model, year, and other relevant specifications, are detailed in the attached Offer, Invoice, or Purchase Order.

##### 2. PURCHASE PRICE & PAYMENT TERMS

The total purchase price for the vehicle(s) shall be as stated in the Invoice or Purchase Order. A non-refundable deposit of 50% of the total purchase price is required at the time of signing this Agreement. The remaining 50% of the total purchase price shall be due upon Freight on Board (FOB) at the designated shipping location. Unless other terms have been agreed. Payment shall be made in U.S. Dollars via wire transfer, certified check, or other agreed-upon method. Failure to remit payments on time may result in order cancellation and forfeiture of the deposit.

##### 3. DELIVERY & SHIPPING

Delivery timelines will be estimated at the time of purchase and subject to production schedules and material availability. Seller shall not be responsible for delays caused by force majeure events, including but not limited to natural disasters, labor strikes, material shortages, or government restrictions. Title and risk of loss pass to Buyer upon FOB shipment.

##### 4. WARRANTIES & DISCLAIMERS

The vehicle(s) are covered by the manufacturer's limited warranty, if applicable. Seller disclaims all warranties, express or implied, except as explicitly stated in writing. Seller is not responsible for any modifications, misuse, or damages occurring post-delivery.

##### 5. INSPECTION & ACCEPTANCE

Buyer shall inspect the vehicle(s) upon receipt and notify Seller in writing within 5 business days of any defects or non-conformities. Failure to notify Seller within this period constitutes acceptance of the vehicle(s) as-is.

##### 6. CANCELLATION & REFUNDS

Orders canceled by Buyer after deposit payment but before final payment shall forfeit the deposit. Seller reserves the right to cancel the Agreement due to non-payment or Buyer's breach of terms, retaining any paid amounts as liquidated damages.

##### 7. LIMITATION OF LIABILITY

Under no circumstances shall Seller be liable for indirect, incidental, or consequential damages arising from this Agreement. Seller's total liability shall not exceed the total amount paid by Buyer under this Agreement.

##### 8. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved through mediation. If mediation fails, disputes shall be settled in a court of competent jurisdiction in Massachusetts.

##### 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, whether written or oral. Any amendments must be in writing and signed by both Parties.

##### 10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



**Contract #:** 2025-1612

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**Contract Type:** standard

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**Contract Action:** new

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**Procurement Type:**

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**Department:** DSS - Social Services A6010

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**Date Submitted:**

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**Contact Person:** [Margaret Skarlis],[David Bradley]

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

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**Vendor Info:** Equinox, Inc.

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**Estimated Amount:** 165894.00

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**Scope of Services:** Equinox NRDV 2026

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**Budget Line Item:** AA6010 44046,AA6070 44046

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**Fiscal Impact:**

*County:* 0.00

*State:* 0.00

*Federal:* 100.00

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**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 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

November 25, 2025

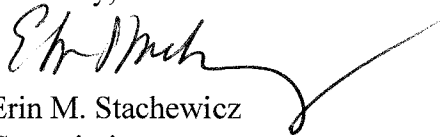
Hon. Joanne Cunningham, Chairwoman  
Albany County Legislature  
112 State St., Room 710  
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department of Social Services respectfully requests Contract Administration Board (CAB) approval to renew a contract with Equinox, Inc. to provide Albany County residents (individuals and families) experiencing domestic violence with Non-Residential Domestic Violence (NRDV) core services, including a 24-hour domestic violence hotline and in-person support center. Equinox will also coordinate residential placements, and provide information and referrals, advocacy, counseling and outreach/education services. Of the total NRDV budget (\$167,739), \$130,835 is allocated for core services.

In addition, expanded advocacy (non-core) services will be provided to 25 TANF-eligible individuals experiencing domestic violence to ensure/enhance their safety and increase opportunities for self-sufficiency and violence-free living. Of the total NRDV budget (\$167,739), \$35,059 is allocated for expanded advocacy services.

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



**ATTACHMENT A****SFY 2025-26****TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES ALLOCATIONS**

| <b>District</b> | <b>Allocation</b> |  | <b>District</b>  | <b>Allocation</b> |
|-----------------|-------------------|--|------------------|-------------------|
| Albany          | 35,059            |  | Ontario          | 25,000            |
| Allegany        | 25,000            |  | Orange           | 25,535            |
| Broome          | 32,032            |  | Orleans          | 25,000            |
| Cattaraugus     | 28,400            |  | Oswego           | 38,323            |
| Cayuga          | 25,000            |  | Otsego           | 25,000            |
| Chautauqua      | 45,317            |  | Putnam           | 25,000            |
| Chemung         | 25,000            |  | Rensselaer       | 49,634            |
| Chenango        | 25,000            |  | Rockland         | 47,220            |
| Clinton         | 25,000            |  | St. Lawrence     | 25,000            |
| Columbia        | 25,000            |  | Saratoga         | 25,000            |
| Cortland        | 25,000            |  | Schenectady      | 55,981            |
| Delaware        | 25,000            |  | Schoharie        | 25,000            |
| Dutchess        | 113,533           |  | Schuyler         | 25,000            |
| Erie            | 322,195           |  | Seneca           | 25,000            |
| Essex           | 25,000            |  | Steuben          | 25,000            |
| Franklin        | 25,000            |  | Suffolk          | 106,594           |
| Fulton          | 25,000            |  | Sullivan         | 25,000            |
| Genesee         | 25,000            |  | Tioga            | 41,112            |
| Greene          | 25,000            |  | Tompkins         | 25,000            |
| Hamilton        | 25,000            |  | Ulster           | 25,000            |
| Herkimer        | 25,000            |  | Warren           | 25,000            |
| Jefferson       | 52,118            |  | Washington       | 25,000            |
| Lewis           | 25,000            |  | Wayne            | 31,143            |
| Livingston      | 25,000            |  | Westchester      | 123,386           |
| Madison         | 25,000            |  | Wyoming          | 25,000            |
| Monroe          | 128,474           |  | Yates            | 40,424            |
| Montgomery      | 25,000            |  |                  |                   |
| Nassau          | 52,233            |  | Rest of State    | 2,441,296         |
| Niagara         | 44,250            |  |                  |                   |
| Oneida          | 86,884            |  | New York City    | 758,704           |
| Onondaga        | 66,449            |  |                  |                   |
|                 |                   |  | Statewide Totals | 3,200,000         |

RESOLUTION NO. 514

AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING  
NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES

Introduced: 9/9/24

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with Equinox, Inc. as a state-qualified provider of non-residential services to individuals experiencing domestic violence in the amount of \$167,739 for a term commencing January 1, 2025 and ending December 31, 2025, and

WHEREAS, The Commissioner has indicated that Equinox, Inc. provides core services mandated by New York State, including a 24-hour domestic violence hotline and walk-in assistance center, domestic violence residential placements, information and referrals, advocacy and counseling and outreach/education services to individuals residing in the community and in non-domestic violence shelter facilities, and

WHEREAS, The Commissioner has also indicated that Equinox, Inc. will provide non-core expanded advocacy services to 25 Temporary Assistance for Needy Families-eligible individuals experiencing domestic violence to include accompaniment to legal system entities, health care facilities, social welfare system agencies, and other community service providers, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Equinox, Inc., Albany, NY 12206 regarding the provision of non-residential services to individuals experiencing domestic violence in an amount not to exceed \$167,739, or at a rate subsequently promulgated by New York State Office of Children and Family Services, for a term commencing January 1, 2025 and ending December 31, 2025, and, be it further

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

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

*Adopted by unanimous vote - 9/9/24*

State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9<sup>th</sup> day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11<sup>th</sup> day of September, 2024.

Clerk, Albany County Legislature

**Contract #:** 2025-1637

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** Other

**Department:** DSS - Social Services A6010

**Date Submitted:** 11/13/2025

**Contact Person:** [Margaret Skarlis],[David Bradley]

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

**Vendor Info:** Furniture Liquidators USA LLC

**Estimated Amount:** 200000.00

**Scope of Services:** Home Establishment 2026

**Budget Line Item:** AA6109 44046,AA6140 44046 ,AA6142 44046

**Fiscal Impact:**

*County:* 38.55

*State:* 20.55

*Federal:* 40.90

**BID, RFP, RFQ Completed?** Yes - Other

Budget Analyst

Date

**For Contract Board Use:**

**Date Approved**

Daniel P. McCoy

Bruce A. Hidley

Joanne Cunningham, Chairwoman

Albany County Executive

Albany County Clerk

Albany County Legislature

According to Part 352.7 of Social Services Law (18 NYCRR 352.7) and regulations of the New York State Office of Temporary and Disability Assistance (OTDA), Social Services Districts provide for the purchase of essential furniture, equipment and supplies required to establish a home for individuals and families in need of public assistance when provision of such cannot otherwise be made.

Therefore, authorization is requested to renew (and add one new) agreements with four providers of home establishment furnishings. The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

Essential Household Item rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities. Below are the negotiated rates established by Albany County:

| <b><u>Item</u></b>         | <b><u>Maximum Amount Allowable</u></b>             |
|----------------------------|----------------------------------------------------|
| Living Room                | \$325.00                                           |
| Single Bed or Crib         | \$215.00                                           |
| Two Single Beds            | \$279.00                                           |
| Double Beds                | \$270.00                                           |
| Kitchen                    | \$260.00 (plus \$12.00 for each additional person) |
| Cabinet for Linens/Dresser | \$260.00                                           |
| Delivery                   | \$ 50.00                                           |

Authorized rates cannot exceed but may be less than those stated in the above schedule.

A total of 175 individuals/families received home establishment services under this contract between January 1<sup>st</sup> through October 31<sup>st</sup>, 2025.

An RFP is not required as ACDSS contracts with all willing and able providers.

## **Home Establishment Service Providers 2026**

**Multiple Providers** – All located in the Albany, NY 12206 area:

- A1 Discount Appliances  
137 Central Avenue
- City Discount Furniture  
268 Central Avenue
- Furniture Liquidators USA, LLC  
7 Colvin Avenue
- Homeless and Travelers Aid Society (HATAS) of the Capital District  
138 Central Avenue (new Provider as of 2026)

**NOTE:** RFP not required; ACDSS contracts with all willing/able providers of Home Establishment Services.

**RESOLUTION NO. 727**

**AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS**

Introduced: 11/12/24

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment, and supplies necessary for the establishment of a home for public assistance recipients, and

WHEREAS, The Commissioner of the Department of Social Services has recommended that the County renew agreements with the providers mentioned below at rates set by New York State for such furniture, furnishings, equipment, and supplies for a total amount not to exceed \$200,000 for the term commencing January 1, 2025 and ending December 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following agencies at rates established by the New York State Social Services Law and the New York State Office of Temporary Disability Assistance for a total amount not to exceed \$200,000 for the term commencing January 1, 2025 and ending December 31, 2025:

Furniture Liquidators USA, LLC  
7 Colvin Ave.  
Albany, NY 12206

City Discount Furniture  
268 Central Ave.  
Albany, NY 12206

and, be it further

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

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

**Contract #:** 2025-1649

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:**

**Department:** DSS - Social Services A6010

**Date Submitted:**

**Contact Person:** [Margaret Skarlis],[Erin Stachewicz]

**Contact Phone:** (518)447-7583,518-447-7469

**Vendor Info:** VenTek, Inc.

**Estimated Amount:** 24000.00

**Scope of Services:** VenTek Migration Project 11.25

**Budget Line Item:** AA 6010.44070,AA 6010.44046

**Fiscal Impact:**

*County:* 100.00

*State:* 0.00

*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 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

November 25, 2025

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

Dear Chairwoman Cunningham:

The Department of Social Services respectfully requests Contract Administration Board (CAB) approval for a one-time expense of \$24,000 to migrate the VenTek workflow management and tracking software from the County SOS server to the New York State Central Data Center server. The State is requiring this data migration based on the limited longevity of the local server. VenTek software enables the Department's Eligibility-related workflow processes to function as efficiently as possible and ensures customer satisfaction.

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

## Project Deliverables

The following are deliverables initiatives and associated (estimated) timeframes. Each initiative will have multiple phases to accommodate Discovery/Planning/Design, Solution Building, and Solution Implementation. Ongoing Solution Management is not included in the scope below since the VenTek Project Management team considers Solution Management a function of the Software Support/Maintenance Services staff.

County prioritizations and modifications of these initiatives may cause the associated (estimated) timeframe to evolve differently than laid out below. **The rate is \$120/hr.**

1. IIS Setup (dev and prod) 20 hrs
  - a. Web server with IIS with [ASP.Net](#) and Windows authentication (dev and prod)
  - b. IIS setup config and install dependency software
2. Vanity URLs (dev and prod) 30hrs
  - a. URLs for client access (eg [devapp-countyname.ny.gov](#) and [app-countyname.ny.gov](#))
  - b. Request URLs be added to the Intranet zone via GPO
  - c. Network flows from web server to hosted SQL server (dev and prod)
  - d. Network flow from County NYS VLANS and County VDI pool to URLs (port 443)
3. SQL Server SSIS/SSRS (dev and prod) 80 hrs
  - a. Request NYS ITS DBA to deploy CentralSOS db updates to prod and dev.
  - b. Hosted SQL Server with SISS and SSRS (optional)
  - c. SQL credentials to SQL server to run stored procedures and RW access to data
  - d. SSIS service account (to schedule jobs) (dev and prod)
  - e. County-SMB share to transfer DB backups to NYS ITS DBA's for restore.
  - f. Network flow from virtual server to \\county\_ SMB
4. Application deployment and testing (dev and prod) 70 hrs
  - a. GCI 15 hrs
  - b. Status Tracking 35 hrs
  - c. Personnel 10 hrs
  - d. Managemant/Security 10 hrs

This preliminary outline and estimated time is subject to change once VenTek works on the project, and gets an understanding of the challenges of the environment and infrastructure provided by NYS ITS.

***Total Projected Costs: (200 hrs @ \$120/hr)***

The effort required may be higher or lower than the estimates provided above. VenTek will inform Albany County and discuss the impact on the estimates if either VenTek or Albany identifies:

- A change in scope
- Tasks that will be delayed because of unavailability of required resources
- Other matters that would affect the estimated total fees

**Contract #:** 2025-1675

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:** RFP

**Department:** DSS - Social Services A6010

**Date Submitted:**

**Contact Person:** [Margaret Skarlis],[Michelle Dibble]

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

**Vendor Info:** Montgomery County Chapter NYSARC Inc.

**Estimated Amount:** 105000.00

**Scope of Services:** Liberty ARC Employ Success

**Budget Line Item:** AA6010 44052

**Fiscal Impact:**

*County:* 9.52

*State:* 0.00

*Federal:* 90.48

**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 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

November 21, 2025

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

Dear Chairwoman Cunningham:

The Albany County Department of Social Service (ACDSS) respectfully requests Contract Administration Board (CAB) approval to renew an agreement with the Montgomery County Chapter NYSARC, Inc. (Liberty ARC) to provide Employment Success Coaching and related services for Temporary Assistance recipients employed in low-wage entry-level positions and experiencing barriers to work.

Liberty ARC's Career & Employment Network (CEN) is the exclusive operator of the Capital Region Employer Resource Network (ERN), one of 25 such programs across the United States designed to support employees and improve workforce retention. The program helps local businesses retain engaged and skilled workers while reducing turnover costs, creating a better workplace culture, and improving performance by deploying Success Coaches to member businesses.

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

## **RESOLUTION NO. 729**

### **AUTHORIZING AN AGREEMENT WITH THE MONTGOMERY COUNTY CHAPTER NYSARC, INC. DBA LIBERTY ARC FOR THE PROVISION OF EMPLOYMENT SUCCESS COACHING**

Introduced: 11/12/24

By Social Services Committee:

WHEREAS, By Resolution No. 354 for 2022, this Honorable Body authorized an agreement with Pine Ridge Industries for the provision of employment success coaching and related services for recipients of temporary assistance in an amount not to exceed \$100,000 for a term commencing January 1, 2023 and ending December 31, 2023, with four additional one-year renewal options, and

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with Montgomery County Chapter NYSARC, Inc. DBA Liberty ARC (previously Schenectady County Chapter NYSARC, Inc. DBA Pine Ridge Industries) in an amount not to exceed \$105,000 for a term commencing January 1, 2025 and ending December 31, 2025, with two additional one-year renewal options, and

WHEREAS, The Commissioner has indicated that Montgomery County Chapter NYSARC, Inc. DBA Liberty ARC will provide employment success coaching and resource services to confidentially assist temporary assistance recipients who are employed in low-wage level positions and are experiencing barriers to work, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Montgomery County Chapter NYSARC, Inc. DBA Liberty ARC for the provision of employment success coaching and related services in an amount not to exceed \$105,000 for a term commencing January 1, 2025 and ending December 31, 2025, with two additional one-year renewal options, and, be it further

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

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

**Contract #:** 2025-1678

**Contract Type:** standard

**Contract Action:** new

**Procurement Type:**

**Department:** DSS - Social Services A6010

**Date Submitted:**

**Contact Person:** [Margaret Skarlis],[David Bradley]

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

**Vendor Info:** Care N Errands Moving + Storage

**Estimated Amount:** 150000.00

**Scope of Services:** Moving & Storage - Care N Errands

**Budget Line Item:** AA6109 44046 ,AA6142 44046 ,AA6140 44046

**Fiscal Impact:**

*County:* 43.40

*State:* 24.22

*Federal:* 32.38

**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

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ERIN M. STACHEWICZ  
COMMISSIONER

TYRELL L. GLADDEN  
EXECUTIVE DEPUTY  
COMMISSIONER

JENNIFER L. DEPEW  
DEPUTY COMMISSIONER

November 24, 2025

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

Dear Chairwoman Cunningham:

The Department of Social Services (DSS) is mandated to issue allowances to eligible Temporary Assistance (TA) recipients who demonstrate need for moving and/or storage of furniture and personal belongings when circumstances force relocation, eviction or move to temporary shelter.

Therefore, DSS respectfully requests legislative approval to renew agreements with multiple approved providers (see below and attached) of moving and storage services for a collective total not to exceed \$150,000.

- Care N Errands Moving and Storage - Schenectady, NY
- Don's Moving & Storage - Albany, NY
- Liedkie Moving & Storage - Schenectady, NY

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

Local Social Services Districts are required to provide payment for moving services on behalf of eligible Temporary Assistance (TA) recipients who require relocation due to any of the following situations:

1. Move is to a less expensive rental property and the amount paid for a security deposit and moving expenses is less than the amount of a two-year difference in rentals; or
2. Need to move is due to one of the following:
  - a) Disaster/catastrophe and/or a vacate order placed against the premises by a health or code enforcement agency
  - b) Serious medical or physical disability condition, must be verified by medical provider
  - c) Eviction from shared residence by another occupant
  - d) Move from temporary to permanent housing (PH)
  - e) Move due to loss of PH (e.g., eviction by landlord, code violation) where the client resides to a contracted shelter or hotel/motel, OR temporary housing with friends/family
  - f) Client is searching for an apartment and time frame of obtaining PH is contingent upon availability and affordability
  - g) Move from one temporary accommodation to another when necessary due to unavailability of PH
  - h) Move from a temporary or permanent placement to approved cooperative apartment
  - i) Move to alternate housing is urgent because current living situation is adversely affecting the mental and/or physical health of a household member/s, and not covering a security deposit, moving expenses and/or brokers/finders' fees would prove detrimental to the health, safety and/or well-being of the client/family

Albany County Department of Social Services (ACDSS) is also required to issue allowances for storage of furniture and personal belongings when necessary due to relocation, eviction or entering shelter - as long as eligibility for public assistance continues and circumstances necessitating storage persist.

Therefore, ACDSS requests authorization to renew and establish agreements with the three approved providers of moving and storage services. RFP is not required as ACDSS contracts with all willing and authorized providers of moving and storage services. Qualified providers must possess a certificate as a common carrier of household goods by motor vehicle, issued by the NYS Department of Transportation, and to maintain required insurance.

A total of 58 individuals and/or families received moving and/or storage services between October 1, 2024 and October 31, 2025.



## **Moving and Storage Service Providers 2026**

### **Multiple Providers:**

- Care N Errands Moving and Storage  
2345 Maxon Road Extension  
Schenectady, NY 12308
- Don's Moving & Storage  
897 Broadway  
Albany, NY 12207
- Homeless and Travelers Aid Society (HATAS) of the Capital District  
138 Central Avenue  
Albany, NY 12206  
(new Provider as of 2026)
- Liedkie Moving & Storage  
2696 Curry Rd,  
Schenectady, NY 12303

**NOTE:** RFP not required; ACDSS contracts with all willing/able providers of Moving and Storage Services.

**RESOLUTION NO. 726**

**AUTHORIZING AGREEMENTS REGARDING MOVING AND STORAGE SERVICES FOR ELIGIBLE TEMPORARY ASSISTANCE RECIPIENTS**

Introduced: 11/12/24

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for payment of moving services on behalf of eligible temporary assistance recipients, and

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into agreements with New York State Department of Transportation approved carriers, Don's Moving & Storage, Liedkie Moving & Storage, and Care N Errands Moving and Storage for mandated moving and storage services in an amount not to exceed \$150,000 for a term commencing January 1, 2025 and ending December 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following carriers regarding moving and storage services for eligible public assistance recipients in an amount not to exceed \$150,000 for a term commencing January 1, 2025 and ending December 31, 2025:

Don's Moving & Storage  
897 Broadway  
Albany, NY 12207

Liedkie Moving & Storage  
2696 Curry Rd.  
Schenectady, NY 12303

Care N Errands Moving & Storage  
2345 Maxon Rd. Extension  
Schenectady, NY 12308

and, be it further

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

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

**Contract #:** 2025-1698

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**Contract Type:** standard

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**Contract Action:** new

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**Procurement Type:**

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**Department:** DSS - Adult Services A6070

---

**Date Submitted:** 11/25/2025

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**Contact Person:** [Margaret Skarlis],[Colleen Hanley],[Darlene Eddy]

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

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**Vendor Info:** Trinity Health Corporation

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**Estimated Amount:** 75000.00

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**Scope of Services:** PERS - Trinity

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**Budget Line Item:**

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**Fiscal Impact:**

*County:* 38.00

*State:* 62.00

*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  
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[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

ERIN M. STACHEWICZ  
COMMISSIONER

TYRELL L. GLADDEN  
EXECUTIVE DEPUTY  
COMMISSIONER

JENNIFER L. DEPEW  
DEPUTY COMMISSIONER

November 25, 2025

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

Dear Chairwoman Cunningham:

The Department of Social Services (ACDSS) respectfully requests Contract Administration Board (CAB) authorization to renew contracts with (and add one new) providers of Personal Emergency Response System (PERS) equipment and services in the homes of frail, elderly and disabled individuals approved by the ACDSS Adult Services Unit. Providers selected by clients deliver, install, and maintain electronic communication equipment designed to provide a signal an identified emergency contact for help when activated by the individual.

Access to this service enables individuals to continue residing in their home more safely, thus reducing immediate need for potential placement in a facility. The safety and well-being of the frail, elderly and disabled adults participating in this program are more assured though they may be geographically or physically isolated.

Sincerely,

Erin M. Stachewicz  
Commissioner

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

Per SSL Section 505.33 of Title 18, Personal Emergency Response Systems (PERS) Providers will deliver, install, and maintain electronic communication equipment in the homes of frail, elderly, and disabled individuals. The equipment is designed to alert the Provider who will contact a designated emergency contact when activated for help by the individual or after a period of time if a mechanism has not been reset.

Eligibility for PERS services is assessed by Albany County Department of Social Service (ACDSS) Adult Services caseworkers who determine if PERS services will enhance plans of care. Eligible clients then choose a Provider contracted with the County. The caseworker contacts the Provider selected by the client to make a referral for the installation of PERS equipment, then the Provider schedules an appointment with the client to complete the installation process.

Access to PERS services enables clients to remain more safely in their own homes, thus reducing the immediate need for potential placement in a nursing facility. The safety and well-being of the frail, elderly, and adults with disabilities participating in this program is more assured even if they may be geographically or physically isolated.

Contracts are awarded absent an RFP as DSS maintains contracts with all willing and qualified providers seeking to offer such services to our clients.

ACDSS currently contracts with two providers of PERS services for 72 active clients:

- Trinity Health
- LifeFone

LifeStation will be a new additional provider of PERS services as of 2026.

## **PERS RATES**

| <b><u>AGENCY</u></b>                                                         | <b><u>Installation</u></b> | <b><u>Monthly Fee</u></b> | <b><u>GPS</u></b> |
|------------------------------------------------------------------------------|----------------------------|---------------------------|-------------------|
| <b>Trinity Health Alert</b><br>433 River St., Suite 3000<br>Troy, NY 12180   | \$50                       | \$31                      | \$38              |
| <b>LifeFone</b><br>16 Yellowstone Avenue<br>White Plains, NY 10607           | \$40                       | \$24                      | \$37              |
| <b>LifeStation</b><br>429 West 53 <sup>rd</sup> Street<br>New York, NY 10019 | No Fee                     | \$20                      | \$25              |

**Contract #:** 2025-1695

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**Contract Type:** standard

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**Contract Action:** renew

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**Procurement Type:** Other

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**Department:** Economic Development, Conservation and Planning A8020

---

**Date Submitted:** 11/25/2025

---

**Contact Person:** [Ann Marie Salmon],[Gopika Muddappa]

**Contact Phone:** (518)447-5670,518-655-7932

---

**Vendor Info:** Hudson Valley Agri Business Development

---

**Estimated Amount:** 25,000

---

**Scope of Services:** Technical Assistance, Project Planning and Agricultural Development Support to County Farmers and Municipalities

---

**Budget Line Item:** A98020-44465-10000

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**Fiscal Impact:**

*County:* 100.00

*State:* 0.00

*Federal:* 0.00

---

**BID, RFP, RFQ Completed?** Yes - Other

---

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

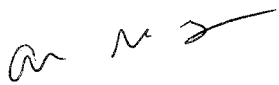
COUNTY OF ALBANY  
ECONOMIC DEVELOPMENT, CONSERVATION, &  
PLANNING DEPARTMENT  
112 STATE STREET, ROOM 1020  
ALBANY, NY 12207  
(518) 655-7932  
[www.albanycountyny.gov](http://www.albanycountyny.gov)

ANN MARIE SALMON  
DIRECTOR

GOPIKA MUDDAPPA  
DEPUTY DIRECTOR

## MEMORANDUM

To: Contract Administration Board

From: Ann Marie Salmon, Director of Planning, Conservation and Sustainability 

Date: November 24, 2025

Re: CAB Review – Renewal with Hudson Valley Agribusiness Development Corporation

---

Please find attached materials supporting a funded partnership with Hudson Valley Agribusiness Development Corporation (HVADC). This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is currently budgeted for in the Department's 2026 budget.

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

If you have any questions about the proposal or require additional information, please feel free to contact me at your convenience at 518-447-7040.



**County of Albany**  
**Department of General Services – Purchasing Division**  
**Sole Source Justification**

---

**Procurement Policy, Section IV:                      Sole Source Procurements**

A sole source procurement is justified when there is only one good or service that can reasonably meet the need *and* there is only one vendor who can provide the good or service.

---

Department:    Economic Development, Conservation and Planning

Contact Name: Ann Marie Salmon

Phone #: 518-447-7040

Requisition #: N/A contract 2024-2472

Describe in detail the products and/or services to be procured:

As recommended in the 2018 Agricultural and Farmland Protection Plan adopted by the Albany County Legislature, Albany County contributes \$25,000 annually as a funding partner to Hudson Valley Agribusiness Development Corporation (HVADC). HVADC provides specialized programs and assistance to County farmers including technical support, planning, and business development. HVADC services are available only to farmers in member counties that fund its activities.

Detail how this/ these product(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

HVADC, through a variety of consulting, training, and funding programs, assists new and existing agribusiness by providing technical and business resources. HVADC is the only economic development agency in this region specifically focused on the agricultural economy. Please see attached information.

Vendor Name:            Hudson Valley Agribusiness Development Corporation

Vendor Address:        507 Warren St., 2nd Floor, Hudson, NY 12534

Phone:                    518.432.5360

Fax:                        888.317.5556

Product Needed by date:    01/01/26

Estimated Total Dollars for this procurement:            \$25,000

**County of Albany**  
**Department of General Services – Purchasing Division**  
**Sole Source Justification**

---

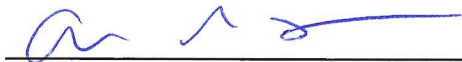
Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- ☐ The vendor is the manufacturer of the product and has no distributors.  
(Attach manufacturer's letter as documentation.)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region.  
(Attach manufacturer's letter as documentation.)
- ☐ Item to be purchased is a supply for equipment which is under warranty,  
and use of any product other than specified will void the warranty.  
(Attach copy of warranty with such requirement highlighted).
- ☐ Item is proprietary and is additional product or software which must work  
with an existing system.  
(Provide letter of documentation from system manufacturer.)
- ☐ Product has been standardized for use in Albany County through the  
Albany County legislative process.  
(Attach copy of Resolution.)
- √ **Other**  
(Provide a statement on a separate page with detailed documentation.)

The partnership with HVADC was specifically identified in the adopted Albany County Agricultural and Farmland Protection Plan. The plan references the unique programs and services of HVADC. There is no other known entity in this region that provides this suite of support services to farmers. HVADC is the sole economic development agency with a specific focus on the agricultural economy in the Hudson Valley.

**Department Head or Designee:** Ann Marie Salmon

**Signature:**



---

## **Hudson Valley Agribusiness Development Corporation Budget Summary**

At the end of 2018, Albany County approved an updated County Agricultural and Farmland Protection Plan (AFPP). Among the recommendations adopted in the plan, was that the County become a member of Hudson Valley Agribusiness Development Corporation. This membership would provide farmers with access to a suite of business development and farmland protection support services. The membership cost is \$25,000/yr. Staff resources are not currently available in-house to provide economic development assistance to the agriculture sector or implement the economic development recommendations established in the Agricultural and Farmland Protection Plan, so sharing membership in an established regional program is a practical option.

The following are excerpts from the County AFPP explaining the recommendation for HVADC membership.

### **Improve Access to Entrepreneurial Services**

With the level of diversification in the local production sector, farm operators, particularly beginning farmers, will demand business development services that wrap around existing support programs. Counties with similar issues have taken two basic approaches to address the issue.

The first is to embed an agricultural entrepreneurship program within an existing economic development office or business incubator. The second is to join a regional agricultural business development support organization. Generally, the second option allows for a higher service level to be offered to entrepreneurs since the operating overhead is spread out over a larger area and most technical and professional services can be delivered virtually.

### **Hudson Valley Agribusiness Development Corporation Membership**

One of the nation's best-known agribusiness development programs, the Hudson Valley Agribusiness Development Corporation, operates in the region and is currently providing services in the Capital District to Washington, Rensselaer, Green, and Columbia Counties. Its services include a virtual agribusiness incubator, and agribusiness and food industry accelerator program, food hub development support, business planning, feasibility studies, and professional and technical service support in legal, accounting, marketing, finance, product development, food safety, process design, and brand development. It is in the best interest of Albany County to join the HVADC business support network thereby launching a full suite of wraparound services without the necessity of building such a network from scratch.

The following is a summary of main HVADC programs and funding partners. In addition to providing to the individualized business services below, they also support programs to provide fresh food to underserved communities and institutions.

**Services include:**

- Comprehensive Business Planning
- Strategic Planning for Growth and Development
- Analysis and Projections
- Marketing and Promotion
- Project Planning
- Matchmaking Services
- Food Safety Certification/Planning/Permitting
- Value-Added Infrastructure
- Grant Writing
- Farm Transfer
- Land Access
- Production Diversification
- Local Product Sourcing

AND MORE

Administers the **Agriculture Loan Fund** Program which provides access to capital for small agribusinesses that otherwise may face limited opportunities. The Agriculture Loan Fund Program was developed to help the State's value-added processors, farms, food distribution companies, food aggregators, craft beverage producers, regional Food Hub participants and more, with the expansion of their businesses. Through the New York Job Development Authority (JDA), which operates under Empire State Development (ESD), \$10 million in funding is available to assist small agribusinesses across the state access low-interest loans ranging from \$50,000 to \$200,000 that are distributed through third-party lenders such as HVADC.

In addition to serving as the third-party lender to administer the Agriculture Loan Fund, HVADC is able to work with clients to complete their application, connect applicants with required resources or advisors to execute their projects, assist with business development consultation, solutions and more.

**Incubator Without Walls**

Operating an agriculture business in today's global marketplace requires strong entrepreneurial skills and a constant source of product, process and service innovation to remain competitive. Qualified businesses that are admitted into the program can tap into a wide range of services to accelerate their growth and increase their chances of long-term success.

The **HVADC Farm and Food Funding Accelerator** is an intensive mentoring and training program for Hudson Valley farmers and food entrepreneurs seeking to scale their business, gain access to capital, and build sales. Over the course of six to eight months, participants will engage in a series of one-on-one mentoring sessions, group interaction and industry networking events to learn how to talk to investors, discover new market opportunities, and pitch to potential funders in spring 2019.

**Current projects and regional initiatives which support the agricultural industry and expand the market for local farmers** <https://www.hvadc.org/projects--initiatives>

**Funding Partners (Four IDAs, Two Planning Departments)**

Agricultural Stewardship Association  
Columbia County Planning Department  
Dutchess County Industrial Development Agency  
Local Economies Project of the New World Foundation  
Orange County Industrial Development Agency  
Rensselaer County Industrial Development Agency  
Sullivan County Funding Corporation  
Ulster County Industrial Development Agency  
Washington County Planning Department

In addition, the following public and private grant-making entities have provided generous financial support to HVADC:

USDA Rural Development  
US Small Business Administration  
US Department of Commerce E.D.A.  
NYS Department of Agriculture and Markets  
Empire State Development Corporation







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# ABOUT US

## A Non-Profit Economic Development Agency Which Enhances the Hudson Valley's Agricultural Sector

The Hudson Valley Agribusiness Development Corporation (HVADC) is the only economic development agency in the Hudson Valley with a specific focus on the viability of the agricultural economy in the region. HVADC's charge is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agri-businesses, and supporting policies and regulations that recognize and support New York State's agricultural economy.

Our services are carefully designed to promote the Hudson Valley as an attractive, viable region for agriculture and to foster growth and development of the agricultural sector through a creative program of marketing, promotion and the provision and coordination of financial and other resources. We are a not-for-profit organization with offices in Hudson, New York, enabling us to work closely with a variety of public and private partners throughout the Hudson Valley.

HVADC is a certified Community Development Financial Institution (CDFI). CDFIs are mission-driven financial institutions that are dedicated to providing financial services and investing in local communities and the residents who live there by providing critically needed financing often unavailable from mainstream financial institutions. CDFIs are certified by the U.S. Department of the Treasury's Community Development Financial Institutions Fund – known as the CDFI Fund. HVADC is the only CDFI in the region exclusively dedicated to providing funding to farm and food enterprises in economically disadvantaged communities throughout Albany, Columbia, Dutchess, Orange, Rensselaer, Sullivan, Ulster and Washington counties.

### HISTORY

Established as a nonprofit in 2007, HVADC is dedicated to promoting balanced, market-based solutions that lead to enhanced agricultural entrepreneurship, rural economic growth, and community enhancement.

### OUR TEAM

Meet our diverse Board of Directors and Staff.

### PARTNER ORGANIZATIONS

Meet our diverse Funding and Collaborative partners.

## REPORTS

Find general information, HVADC policies, meeting minutes and agendas.

## TESTIMONIALS

Read what our clients have to say about their experience working with HVADC.

## JOB OPPORTUNITIES

HVADC is an Equal Opportunity Employer and is committed to creating an inclusive workplace that respects and values diversity of cultural, ethnic, and experiential backgrounds. We welcome applicants of all races, ethnicities, national origins, genders, and sexual orientations, and differently abled people.

- > [Commitment to Improve Inclusion](#)
- > [Testimonials](#)
- > [Past Projects](#)
- > [Join our Team!](#)

### CONTACT

T: 518.432.5360

F: 888.317.5556

E: [info@hvadc.org](mailto:info@hvadc.org)

[Donate](#)

Hudson Valley AgriBusiness  
Development Corporation  
507 Warren St., 2nd Floor  
Hudson, NY 12534



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Receive monthly updates on our projects and partners

[Subscribe Now](#)[VIEW PAST ISSUES](#)

### Affiliate Organization

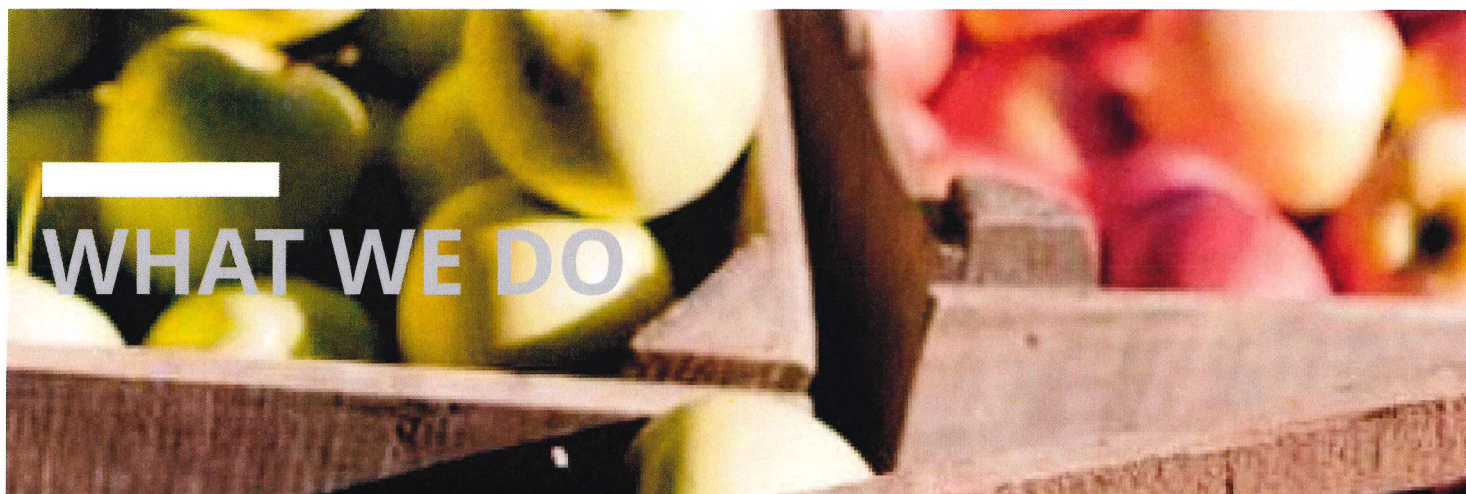


**FARM AND FOOD  
GROWTH FUND**

### FOLLOW US

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HVADC is a 501(c)(3) non-profit organization. HVADC is an equal opportunity provider, and employer.  
To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights,  
1400 Independence Ave, SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).





From Small Family Farms to Large Horticultural Enterprises, HVADC Supports Agribusiness Growth through Business Technical Assistance, Loans, Grants, and Marketing Opportunities

## WHO WE CAN HELP

From analysis and start-up assistance for new ventures and enterprises, to market expansion and improved distribution networks for existing agricultural businesses, HVADC has the expertise and resources to help.

## BUSINESS TECHNICAL ASSISTANCE

Providing vital one-on-one Business Technical Assistance (BTA) for farmers and agriculture businesses throughout the Hudson Valley has been the hallmark of HVADC since its inception.

## AGRIBUSINESS LOANS

HVADC assists farmers and food producers access capital to help them progress their businesses through its agribusiness loans.

## AGRIBUSINESS GRANTS

HVADC administers a variety of agribusiness grants programs for specific food production related sectors in New York

## FINANCIAL HEALTH AND EDUCATION

HVADC publishes a variety of articles to help farms and food producers learn how to

## FOOD RESCUE AND DONATION

FeedHV is a regional food rescue and harvesting network dedicated to meeting the needs of neighbors while

State. From application through review and to funds disbursements, we administer grants for state, regional, federal and county agencies that are available to farms and food businesses within designated markets.

improve the financial health of their businesses.

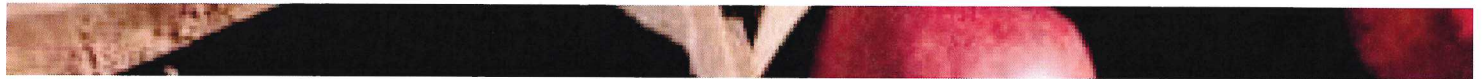
mitigating the impacts of food waste.

## MARKETING AND TOURISM

Hudson Valley Bounty is your connection to the many agricultural products the region has to offer. The Hudson Valley is home to a diverse community of family farmers, specialty food producers, renowned chefs and other agricultural entrepreneurs.

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Look into past projects with HVADC assisted local agribusinesses.



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### CONTACT

T: 518.432.5360

F: 888.317.5556

E: [info@hvadc.org](mailto:info@hvadc.org)

[Donate](#)

Hudson Valley AgriBusiness  
Development Corporation  
507 Warren St., 2nd Floor  
Hudson, NY 12534



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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:** Ann Marie Salmon  
Director of Planning, Conservation, and Sustainability

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

**DATE:** November 24, 2025

**RE:** Hudson Valley Agribusiness Development Corporation

---

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

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

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



AGREEMENT BETWEEN THE COUNTY OF ALBANY  
AND HUDSON VALLEY AGRI-BUSINESS DEVELOPMENT CORPORATION  
FOR TECHNICAL ASSISTANCE, PROJECT PLANNING  
AND AGRICULTURAL DEVELOPMENT SUPPORT  
TO COUNTY FARMERS AND MUNICIPALITIES

CONTRACT NO. 2024-2472

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Hudson Valley Agribusiness Development Corporation, a New York not-for-profit corporation, with a principal address at 507 Warren Street, 2<sup>nd</sup> Floor, Hudson, New York 12534 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty" and together as the "[P]arties."

W I T N E S S E T H:

WHEREAS, the County seeks a contractor to provide technical assistance, project planning and agricultural development support to Albany County farmers and municipalities; and

WHEREAS, the County has funded a partnership with the Contractor as part of the County Agricultural and Farmland Protection Plan which includes the aforesaid agricultural services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

Not applicable to this Agreement.

ARTICLE 2. SCOPE OF SERVICES

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

2.1.1 Providing technical assistance to farmers and farm-related/farm-dependent businesses applying for funding or implementing awards from various public and private sources, including but not limited to: USDA Value Added Grant, USDA Rural Business Enterprise Grants, SBA, EDA, NYS Consolidated Funding Applications, etc.

2.1.2 Providing planning services to local farmers and farm-related/farm-dependent businesses seeking to diversify production.

2.1.3 Providing expansion counseling to local farmers and farm-related/farm-dependent businesses seeking to add process capacity and expand operations to make room for the next generation.

2.1.4 Supplying new farm and farm-related/farm-dependent businesses referrals for site search selection opportunities to locate in Albany County.

2.1.5 Providing referrals to the County's Industrial Development Agency (IDA) for consideration of funding support.

2.1.6 Providing representation and technical support to ensure farms and farm-related/farm dependent business interests are included in NYS Regional Economic Development Councils' plans and implementation.

2.1.7 Providing local farm product sourcing for regional commercial and institutional buyers.

2.1.8 Providing development and promotion of farm and local business sourcing to support agri/culinary-tourism and educate the community members and markets of the role local sourcing plays in economic development through the Hudson Valley Bounty Program and regional branding.

2.2 The Contractor shall provide the services in a professional manner.

### ARTICLE 3. COMPENSATION

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

### ARTICLE 4. PAYMENT

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

### ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2025 and continue in effect until December 31, 2025.

### ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 The County shall have the right at any time to terminate this Agreement by written notice

of such termination provided to Contractor by the County. In the event of such termination of this Agreement, Contractor shall be entitled to compensation for all services authorized and performed pursuant to this Agreement. In the event that compensation to Contractor and reimbursement to the County cannot be determined on the basis of services having been performed, reimbursement shall be made on a pro-rata basis based upon the date of termination.

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

#### ARTICLE 7. ASSIGNMENT

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

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

#### ARTICLE 8. AVAILABLE DATA

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

#### ARTICLE 9. COOPERATION

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

#### ARTICLE 10. NON-DISCRIMINATION

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



## ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

## ARTICLE 12. INDEMNIFICATION

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

## ARTICLE 13. NON-APPROPRIATIONS

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

## ARTICLE 14. APPLICABLE LAW

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

## ARTICLE 15. RECORDS

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

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

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

## ARTICLE 16. INSURANCE

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

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

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

## ARTICLE 17. NO WAIVER OF PERFORMANCE

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

## ARTICLE 18. MODIFICATION

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

## ARTICLE 19. EXECUTION OF DOCUMENTS

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

## ARTICLE 20. HEADINGS – CONSTRUCTION

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

## ARTICLE 21. ENTIRE AGREEMENT

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

## ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

## ARTICLE 23. NON-INTERRUPTION OF WORK

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

## ARTICLE 24. EXTRA WORK/SERVICES

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

## ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

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

## ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

## ARTICLE 27. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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



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

COUNTY OF ALBANY

DATED: 1/29/25

BY: 

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

HUDSON VALLEY AGRIBUSINESS  
DEVELOPMENT CORPORATION

DATED: \_\_\_\_\_

BY: 

Name

  
EXEC. DIRECTOR, HVADC  
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 29 day of January, 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.

MATTHEW J OCONNOR  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 0100014555  
Qualified in ALBANY County  
Commission Expires Dec 31 2027

Matthew J O'Connor  
Notary Public, State of New York

ax21

NOTARY ACKNOWLEDGEMENT

STATE OF New York )  
COUNTY OF Columbia ) ss.:  
CITY OF Hudson )

On this 13th day of January, 2025, before me personally came TOOD ERLINSON, to me known and known to me to be the Ex. Director of HVAC, 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 HVAC, as said Exec. Director pursuant to the authority vested in him/her/them.

Karin DeWitt  
Notary Public, State of New York

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 including coverage for demolition of structures with limits of not less than:

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

# **ALBANY COUNTY - VENDOR AGREEMENT**

Contract No. 2025-1695

**THIS AGREEMENT** (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (hereinafter the "County"), and HUDSON VALLEY AGRI BUSINESS DEVELOPMENT, having an address at 507 Warren Street 2nd Floor Hudson, NY 12534 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

**WHEREAS**, the County requires performance of services and/or goods in connection with a contractor to provide technical assistance, project planning and agricultural development support to Albany County farmers and municipalities; ; and

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

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

## **ARTICLE 1. SCOPE OF WORK**

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

## **ARTICLE 2. TERM OF AGREEMENT**

Vendor agrees to perform the Work beginning January 1, 2026 and ending December 31, 2026.

## **ARTICLE 3. COMPENSATION**

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 25,000. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

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

## **ARTICLE 4. NON-APPROPRIATIONS**

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

## **ARTICLE 5. PROCUREMENT OF AGREEMENT**

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

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



payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 6. CONFLICT OF INTEREST**

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

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

#### **ARTICLE 7. FAIR PRACTICES**

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

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

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

#### **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

#### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

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

and costs arising from the activities of its subcontractor(s).

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

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

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

#### **ARTICLE 10. BOOKS AND RECORDS**

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

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

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

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

#### **ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS**

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

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

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

#### **ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE**

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

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

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

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be

the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

### **INSURANCE REQUIREMENTS**

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

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

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

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

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

- **Commercial General Liability Insurance**

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

- **Automobile Liability**

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

- **Excess/Umbrella Insurance**

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

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

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

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

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

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

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

- **Professional Liability/Malpractice**

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

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

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

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

**"claims made" policies shall provide that:**

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

**ARTICLE 13. DEFENSE AND INDEMNIFICATION**

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

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

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

**ARTICLE 14. PROTECTION OF COUNTY PROPERTY**

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

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

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

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

**ARTICLE 15. TERMINATION**

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

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

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

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

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages

sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

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

#### **ARTICLE 16. GENERAL RELEASE**

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

#### **ARTICLE 17. SET-OFF RIGHTS**

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

#### **ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE**

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

#### **ARTICLE 19. GOVERNING LAW**

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

#### **ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE**

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

#### **ARTICLE 21. TAXES**

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

#### **ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES**

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

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## **AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)**

**A. Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

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

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

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

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

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

the Contract, the employee will:

- i. Abide by the terms of the statement.
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

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

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

#### **ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

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

#### **ARTICLE 25. WAGE AND HOUR PROVISIONS**

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

#### **ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

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

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

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

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

## **ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED**

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

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

## **ARTICLE 29. TITLE VI – REQUIRED LANGUAGE**

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

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

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

Pertinent Non-Discrimination Authorities:

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



- projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **ARTICLE 30. ENTIRE AGREEMENT**

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

### **ARTICLE 31. MODIFICATION**

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

### **ARTICLE 32. NO WAIVER OF PERFORMANCE**

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

### **ARTICLE 33. COOPERATION**

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

### **ARTICLE 34. NON-INTERRUPTION OF WORK** [For Public Works Agreements only]

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

### **ARTICLE 35. EXTRA SERVICES/GOODS**

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

#### **ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES**

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

#### **ARTICLE 37. AUTHORITY**

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

#### **ARTICLE 38. MISCELLANEOUS PROVISIONS**

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

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



## **Schedule A**

1. Hudson Valley Agribusiness Development Corporation CAB Cover Letter
2. HVADC Sole Source Justification [Scope of Services]
3. Sole Source Letter



DANIEL P. MCCOY  
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN  
DEPUTY COUNTY EXECUTIVE

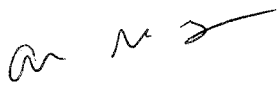
COUNTY OF ALBANY  
ECONOMIC DEVELOPMENT, CONSERVATION, &  
PLANNING DEPARTMENT  
112 STATE STREET, ROOM 1020  
ALBANY, NY 12207  
(518) 655-7932  
[www.albanycountyny.gov](http://www.albanycountyny.gov)

ANN MARIE SALMON  
DIRECTOR

GOPIKA MUDDAPPA  
DEPUTY DIRECTOR

## MEMORANDUM

To: Contract Administration Board

From: Ann Marie Salmon, Director of Planning, Conservation and Sustainability 

Date: November 24, 2025

Re: CAB Review – Renewal with Hudson Valley Agribusiness Development Corporation

---

Please find attached materials supporting a funded partnership with Hudson Valley Agribusiness Development Corporation (HVADC). This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is currently budgeted for in the Department's 2026 budget.

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

If you have any questions about the proposal or require additional information, please feel free to contact me at your convenience at 518-447-7040.

**County of Albany**  
**Department of General Services – Purchasing Division**  
**Sole Source Justification**

---

**Procurement Policy, Section IV:                      Sole Source Procurements**

A sole source procurement is justified when there is only one good or service that can reasonably meet the need *and* there is only one vendor who can provide the good or service.

---

Department:    Economic Development, Conservation and Planning

Contact Name: Ann Marie Salmon

Phone #: 518-447-7040

Requisition #: N/A contract 2024-2472

Describe in detail the products and/or services to be procured:

As recommended in the 2018 Agricultural and Farmland Protection Plan adopted by the Albany County Legislature, Albany County contributes \$25,000 annually as a funding partner to Hudson Valley Agribusiness Development Corporation (HVADC). HVADC provides specialized programs and assistance to County farmers including technical support, planning, and business development. HVADC services are available only to farmers in member counties that fund its activities.

Detail how this/ these product(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

HVADC, through a variety of consulting, training, and funding programs, assists new and existing agribusiness by providing technical and business resources. HVADC is the only economic development agency in this region specifically focused on the agricultural economy. Please see attached information.

Vendor Name:            Hudson Valley Agribusiness Development Corporation

Vendor Address:        507 Warren St., 2nd Floor, Hudson, NY 12534

Phone:                    518.432.5360

Fax:                        888.317.5556

Product Needed by date:    01/01/26

Estimated Total Dollars for this procurement:            \$25,000

**County of Albany**  
**Department of General Services – Purchasing Division**  
**Sole Source Justification**

---

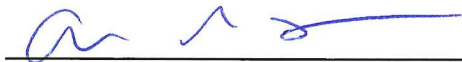
Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- ☐ The vendor is the manufacturer of the product and has no distributors.  
(Attach manufacturer's letter as documentation.)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region.  
(Attach manufacturer's letter as documentation.)
- ☐ Item to be purchased is a supply for equipment which is under warranty,  
and use of any product other than specified will void the warranty.  
(Attach copy of warranty with such requirement highlighted).
- ☐ Item is proprietary and is additional product or software which must work  
with an existing system.  
(Provide letter of documentation from system manufacturer.)
- ☐ Product has been standardized for use in Albany County through the  
Albany County legislative process.  
(Attach copy of Resolution.)
- ✓ **Other**  
(Provide a statement on a separate page with detailed documentation.)

The partnership with HVADC was specifically identified in the adopted Albany County Agricultural and Farmland Protection Plan. The plan references the unique programs and services of HVADC. There is no other known entity in this region that provides this suite of support services to farmers. HVADC is the sole economic development agency with a specific focus on the agricultural economy in the Hudson Valley.

**Department Head or Designee:** Ann Marie Salmon

**Signature:**



---

## **Hudson Valley Agribusiness Development Corporation Budget Summary**

At the end of 2018, Albany County approved an updated County Agricultural and Farmland Protection Plan (AFPP). Among the recommendations adopted in the plan, was that the County become a member of Hudson Valley Agribusiness Development Corporation. This membership would provide farmers with access to a suite of business development and farmland protection support services. The membership cost is \$25,000/yr. Staff resources are not currently available in-house to provide economic development assistance to the agriculture sector or implement the economic development recommendations established in the Agricultural and Farmland Protection Plan, so sharing membership in an established regional program is a practical option.

The following are excerpts from the County AFPP explaining the recommendation for HVADC membership.

### **Improve Access to Entrepreneurial Services**

With the level of diversification in the local production sector, farm operators, particularly beginning farmers, will demand business development services that wrap around existing support programs. Counties with similar issues have taken two basic approaches to address the issue.

The first is to embed an agricultural entrepreneurship program within an existing economic development office or business incubator. The second is to join a regional agricultural business development support organization. Generally, the second option allows for a higher service level to be offered to entrepreneurs since the operating overhead is spread out over a larger area and most technical and professional services can be delivered virtually.

### **Hudson Valley Agribusiness Development Corporation Membership**

One of the nation's best-known agribusiness development programs, the Hudson Valley Agribusiness Development Corporation, operates in the region and is currently providing services in the Capital District to Washington, Rensselaer, Green, and Columbia Counties. Its services include a virtual agribusiness incubator, and agribusiness and food industry accelerator program, food hub development support, business planning, feasibility studies, and professional and technical service support in legal, accounting, marketing, finance, product development, food safety, process design, and brand development. It is in the best interest of Albany County to join the HVADC business support network thereby launching a full suite of wraparound services without the necessity of building such a network from scratch.



The following is a summary of main HVADC programs and funding partners. In addition to providing to the individualized business services below, they also support programs to provide fresh food to underserved communities and institutions.

**Services include:**

- Comprehensive Business Planning
- Strategic Planning for Growth and Development
- Analysis and Projections
- Marketing and Promotion
- Project Planning
- Matchmaking Services
- Food Safety Certification/Planning/Permitting
- Value-Added Infrastructure
- Grant Writing
- Farm Transfer
- Land Access
- Production Diversification
- Local Product Sourcing

AND MORE

Administers the **Agriculture Loan Fund** Program which provides access to capital for small agribusinesses that otherwise may face limited opportunities. The Agriculture Loan Fund Program was developed to help the State's value-added processors, farms, food distribution companies, food aggregators, craft beverage producers, regional Food Hub participants and more, with the expansion of their businesses. Through the New York Job Development Authority (JDA), which operates under Empire State Development (ESD), \$10 million in funding is available to assist small agribusinesses across the state access low-interest loans ranging from \$50,000 to \$200,000 that are distributed through third-party lenders such as HVADC.

In addition to serving as the third-party lender to administer the Agriculture Loan Fund, HVADC is able to work with clients to complete their application, connect applicants with required resources or advisors to execute their projects, assist with business development consultation, solutions and more.

**Incubator Without Walls**

Operating an agriculture business in today's global marketplace requires strong entrepreneurial skills and a constant source of product, process and service innovation to remain competitive. Qualified businesses that are admitted into the program can tap into a wide range of services to accelerate their growth and increase their chances of long-term success.

The **HVADC Farm and Food Funding Accelerator** is an intensive mentoring and training program for Hudson Valley farmers and food entrepreneurs seeking to scale their business, gain access to capital, and build sales. Over the course of six to eight months, participants will engage in a series of one-on-one mentoring sessions, group interaction and industry networking events to learn how to talk to investors, discover new market opportunities, and pitch to potential funders in spring 2019.

**Current projects and regional initiatives which support the agricultural industry and expand the market for local farmers** <https://www.hvadc.org/projects--initiatives>

**Funding Partners (Four IDAs, Two Planning Departments)**

Agricultural Stewardship Association  
Columbia County Planning Department  
Dutchess County Industrial Development Agency  
Local Economies Project of the New World Foundation  
Orange County Industrial Development Agency  
Rensselaer County Industrial Development Agency  
Sullivan County Funding Corporation  
Ulster County Industrial Development Agency  
Washington County Planning Department

In addition, the following public and private grant-making entities have provided generous financial support to HVADC:

USDA Rural Development  
US Small Business Administration  
US Department of Commerce E.D.A.  
NYS Department of Agriculture and Markets  
Empire State Development Corporation





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EN ▼

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# ABOUT US

## A Non-Profit Economic Development Agency Which Enhances the Hudson Valley's Agricultural Sector

The Hudson Valley Agribusiness Development Corporation (HVADC) is the only economic development agency in the Hudson Valley with a specific focus on the viability of the agricultural economy in the region. HVADC's charge is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agri-businesses, and supporting policies and regulations that recognize and support New York State's agricultural economy.

Our services are carefully designed to promote the Hudson Valley as an attractive, viable region for agriculture and to foster growth and development of the agricultural sector through a creative program of marketing, promotion and the provision and coordination of financial and other resources. We are a not-for-profit organization with offices in Hudson, New York, enabling us to work closely with a variety of public and private partners throughout the Hudson Valley.

HVADC is a certified Community Development Financial Institution (CDFI). CDFIs are mission-driven financial institutions that are dedicated to providing financial services and investing in local communities and the residents who live there by providing critically needed financing often unavailable from mainstream financial institutions. CDFIs are certified by the U.S. Department of the Treasury's Community Development Financial Institutions Fund – known as the CDFI Fund. HVADC is the only CDFI in the region exclusively dedicated to providing funding to farm and food enterprises in economically disadvantaged communities throughout Albany, Columbia, Dutchess, Orange, Rensselaer, Sullivan, Ulster and Washington counties.

### HISTORY

Established as a nonprofit in 2007, HVADC is dedicated to promoting balanced, market-based solutions that lead to enhanced agricultural entrepreneurship, rural economic growth, and community enhancement.

### OUR TEAM

Meet our diverse Board of Directors and Staff.

### PARTNER ORGANIZATIONS

Meet our diverse Funding and Collaborative partners.

## REPORTS

Find general information, HVADC policies, meeting minutes and agendas.

## TESTIMONIALS

Read what our clients have to say about their experience working with HVADC.

## JOB OPPORTUNITIES

HVADC is an Equal Opportunity Employer and is committed to creating an inclusive workplace that respects and values diversity of cultural, ethnic, and experiential backgrounds. We welcome applicants of all races, ethnicities, national origins, genders, and sexual orientations, and differently abled people.



- > [Commitment to Improve Inclusion](#)
- > [Testimonials](#)
- > [Past Projects](#)
- > [Join our Team!](#)

### CONTACT

T: 518.432.5360

F: 888.317.5556

E: [info@hvadc.org](mailto:info@hvadc.org)

[Donate](#)

Hudson Valley AgriBusiness  
Development Corporation  
507 Warren St., 2nd Floor  
Hudson, NY 12534



### Subscribe to The HVADC Cultivator

Receive monthly updates on our projects and partners

[Subscribe Now](#)

[VIEW PAST ISSUES](#)

### Affiliate Organization

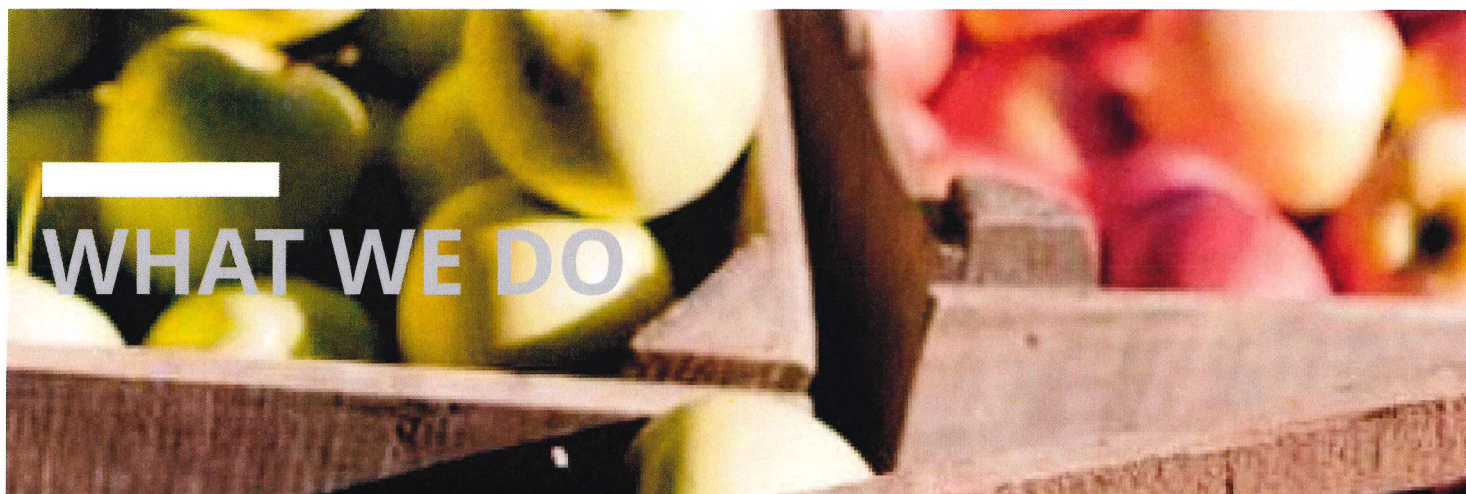


**FARM AND FOOD  
GROWTH FUND**

### FOLLOW US

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HVADC is a 501(c)(3) non-profit organization. HVADC is an equal opportunity provider, and employer.  
To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights,  
1400 Independence Ave, SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).





From Small Family Farms to Large Horticultural Enterprises, HVADC Supports Agribusiness Growth through Business Technical Assistance, Loans, Grants, and Marketing Opportunities

## WHO WE CAN HELP

From analysis and start-up assistance for new ventures and enterprises, to market expansion and improved distribution networks for existing agricultural businesses, HVADC has the expertise and resources to help.

## BUSINESS TECHNICAL ASSISTANCE

Providing vital one-on-one Business Technical Assistance (BTA) for farmers and agriculture businesses throughout the Hudson Valley has been the hallmark of HVADC since its inception.

## AGRIBUSINESS LOANS

HVADC assists farmers and food producers access capital to help them progress their businesses through its agribusiness loans.

## AGRIBUSINESS GRANTS

HVADC administers a variety of agribusiness grants programs for specific food production related sectors in New York

## FINANCIAL HEALTH AND EDUCATION

HVADC publishes a variety of articles to help farms and food producers learn how to

## FOOD RESCUE AND DONATION

FeedHV is a regional food rescue and harvesting network dedicated to meeting the needs of neighbors while

State. From application through review and to funds disbursements, we administer grants for state, regional, federal and county agencies that are available to farms and food businesses within designated markets.

improve the financial health of their businesses.

mitigating the impacts of food waste.

## MARKETING AND TOURISM

Hudson Valley Bounty is your connection to the many agricultural products the region has to offer. The Hudson Valley is home to a diverse community of family farmers, specialty food producers, renowned chefs and other agricultural entrepreneurs.

## PAST PROJECTS

Look into past projects with HVADC assisted local agribusinesses.



- > [Commitment to Improve Inclusion](#)
- > [Testimonials](#)
- > [Past Projects](#)
- > [Join our Team!](#)

### CONTACT

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Hudson, NY 12534



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**Affiliate Organization**

**FARM AND FOOD  
GROWTH FUND**

**FOLLOW US**

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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:** Ann Marie Salmon  
Director of Planning, Conservation, and Sustainability

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

**DATE:** November 24, 2025

**RE:** Hudson Valley Agribusiness Development Corporation

---

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

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

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