

Contract #: 2025-1745

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Hall of Records A1411

Date Submitted: 12/05/2025

Contact Person: [Ricardo Wright-Ramos]

Contact Phone: 518-487-5150

Vendor Info: Gimmal, LLC

Estimated Amount: 56,353.00

Scope of Services: 2025-2026 Gimmal

Budget Line Item: A91411-44046

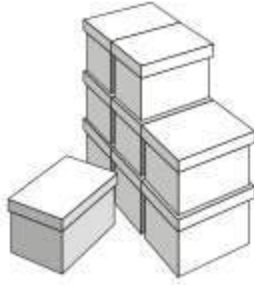
Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst	Date
For Contract Board Use:	
	Date Approved

Daniel P. McCoy	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Bruce Hidley, Albany County Clerk;
The Honorable Joanne Cunningham, Chairwoman;

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: December 5, 2025

Subject: Request for Contract Approval-Contract #2025-1745
Gimmel, LLC
Annual Software Licensing and Service Contract

The Albany County Hall of Records respectfully requests your authorization to contract with Gimmel, LLC to provide annual software licensing and support services for the Hall of Records. These services include the physical records management software utilized by the County and City agencies, as well as the user licenses, service and support for this software, for a total cost of \$56,353.



Renewal Order

Customer Name : County of Albany
Street Address : 112 State Street
City : Albany
State : NY
Zip : 12207
Country : USA

Renewal Order # : RV-101025-1

Date of Order : 12/1/2025
Order Expiration : 12/19/2025

Currency : USD

Customer Contact : Ricardo Wright-Ramos
Email : ricardo.wrightramos@albanycountyny.gov
Billing Email :

Quoted By : Victor Route

Quantity	Product Name	Deployment	Entitlements	Start Date	End Date	Price
1	Gimmel Physical	SaaS		12/20/2025	12/19/2026	\$56,353

Total: \$56,353

The above prices are exclusive of value added, sales and use taxes and any other governmental fees, duties and taxes which are applicable.

All terms and conditions, including net payment terms, are set forth by the master agreement.

The preprinted terms of any Customer purchase order do not apply.

By signing below (or by providing Gimmel with an agreed purchase order in relation to this quote) you are agreeing to be bound by the terms and conditions.

Customer Authorized Signature

Gimmel Authorized Signature

Shipping method: Electronic Software Delivery
Fees made payable to: Gimmel LLC
Applicable taxes are not included in quotations

Gimmel, LLC
PO Box 79788
10505 Town & Country Way
Houston, TX 77024



October 22, 2025

Craig Carlson
Deputy Albany County Clerk
112 State Street, Room 1200
Albany, NY 12207

Re: Gimmel Records

This letter is to confirm that Gimmel LLC. is the sole source manufacturer and direct provider of the Gimmel Records software application, including related services and programs. We are eager to assist in upgrading your current version of Gimmel Physical to the latest version, and providing ongoing services and support related thereto.

We appreciate having you as a client and look forward to our ongoing relationship.

Sincerely,

Craig Carpenter
CEO
Gimmel LLC

Contract #: 2025-1810

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Hall of Records A1411

Date Submitted: 12/22/2025

Contact Person: [Ricardo Wright-Ramos]

Contact Phone: 518-487-5150

Vendor Info: New York State Industries for the Disabled, Inc.

Estimated Amount: 72142.76

Scope of Services: 2025-2026 LGRMIF Albany County Portion

Budget Line Item: A1411-44046

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

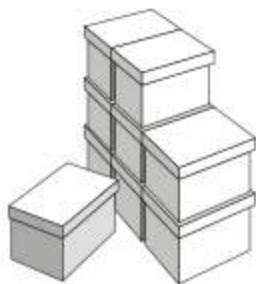
Bruce A. Hidley

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Memorandum

To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Bruce Hidley, Albany County Clerk
The Honorable Joanne Cunningham, Chairwoman;

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: December 22, 2025

Subject: Request for Contract Approval-Contract #2025-1810
New York State Industries for the Disabled
Imaging and Indexing of Town of Bethlehem Records

The Albany County Hall of Records respectfully requests your authorization to contract with New York State Industries for the Disabled to provide scanning and indexing services for the Hall of Records' City of Albany Marriage Records. These records consist of 76 oversized volumes containing approximately 34,000 pages that will be imaged and indexed, for a total cost of \$72,142.76. The funding for this project comes from a grant awarded to Albany County by the New York State Education Department's Local Government Records Management Improvement Fund for the 2025-2026 grant cycle.



**Records Scanning Services
for the
Town of Bethlehem
&
Albany County, NY**

Submitted: March 24, 2025

**Submitted By: Nick DeBenedetto
Business Development Manager
eBizDocs, Inc.
(518) 456-1011
ndebenedetto@ebizdocs.com**

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide document preparation and scanning services for the Town of Bethlehem & Albany County, New York. The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

eBizDocs (EBIZ) will work closely with the designated representatives from the Town of Bethlehem & Albany County throughout the term of this project to provide for a smooth, timely, confidential, and successful partnership.

2.0 SUMMARY of CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Document Preparation
- Conversion Services
- Directory Naming
- Transmission of Images
- Image Retrievals
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following EBIZ individuals, who will be responsible for completion of production activities.

- | | |
|---------------------------------------|------------------------------|
| 1. Kara Heniges
(518) 456-1011 | Project Manager |
| 2. Ken Major
(518) 456-1011 | Network Systems Analyst |
| 3. Nick DeBenedetto
(518) 495-8655 | Business Development Manager |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The Town of Bethlehem & Albany County will box all records for pickup by EBIZ. EBIZ will transport records to EBIZ's production facility in Menands, NY. Shipment dates, schedules, and volume of boxes to be determined. Based upon the supplied image volumes, EBIZ anticipates the production time on a typical shipment to be 120-180 days from the date of receipt.

- All records must be placed in sturdy banker type/cardboard boxes
- No ripped or torn boxes will be accepted.
- All boxes must be placed on the **first floor/ground floor for pickup.**

5.0 DOCUMENT PREPARATION

Document preparation will be needed to remove documents from bindings, unfold documents, remove staples, paperclips, and/or rubber bands from documents prior to scanning and will be completed by EBIZ. Taping of any torn paper would need to be completed by EBIZ to make the documents scan ready.

6.0 CONVERSION SERVICES

- All paper records will be scanned to 300 DPI, black & white, TIFF images on our state-of-the-art scanners
- Records are a mix of simplex and duplex, back sides of all duplex records will be scanned
- Bound books will not be cut, will be returned intact
- Pinned books will be reassembled after scanning
- Ring-binders will be reassembled after scanning
- All pages containing multiple certificates (birth, death, marriage) will be scanned as a whole image, then each certificate will be cropped to create an individual image
- All rolls of microfilm will be scanned to 300 DPI, TIFF images and captured in grayscale or color to achieve the best image quality as determined by the equipment operator
 - All images on the roll will be captured regardless of content and will be passed to the client
 - Global light level adjustment across all images on roll
 - Rotation adjustment appropriate to majority of images
- All records will be scanned in the order received
- Records do not contain mold
- Records have not been viewed by EBIZ and are expected to be in good condition
- Any non-scannable items will be set aside (i.e. CD/DVD's)
- EBIZ is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.
- *Note:* Film imaging is harder to determine the quality when imaging than the paper. You have light and dark densities so we have to quickly determine if the poor image is inherent in the film or just a poor scan. We do this by comparing the image before and after the poor image(s). If the image(s) before and after are readable, then we determine the poor image is a poor original.

7.0 INDEXING/FILE NAMING

EBIZ will index according to the following specifications:

- Representatives from Albany County have provided an inventory summary including titles/descriptions of vital record books to be used for indexing purposes (ex: "Register of Marriages 11/1899-3/1906").
- All birth, death, and marriage certificates will be indexed by the first and last name and DOB (marriage certificates will include the names of both husband & wife).
- Minute meeting records (pinned books) will be indexed according to the description and date as it appears on the cover.
- Microfilm images will be indexed according to the title/description/date as it appears on each case.

8.0 TRANSMISSION OF IMAGES

EBIZ will prepare all images to be uploaded to the Town of Bethlehem & Albany County's Laserfiche systems.

9.0 IMAGE RETRIEVALS DURING PRODUCTION

While the Records are at EBIZ during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives can be made via email and delivered via email. Retrievals will be returned within a maximum of 3 business days from the receipt of the request and there is a charge of \$19.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

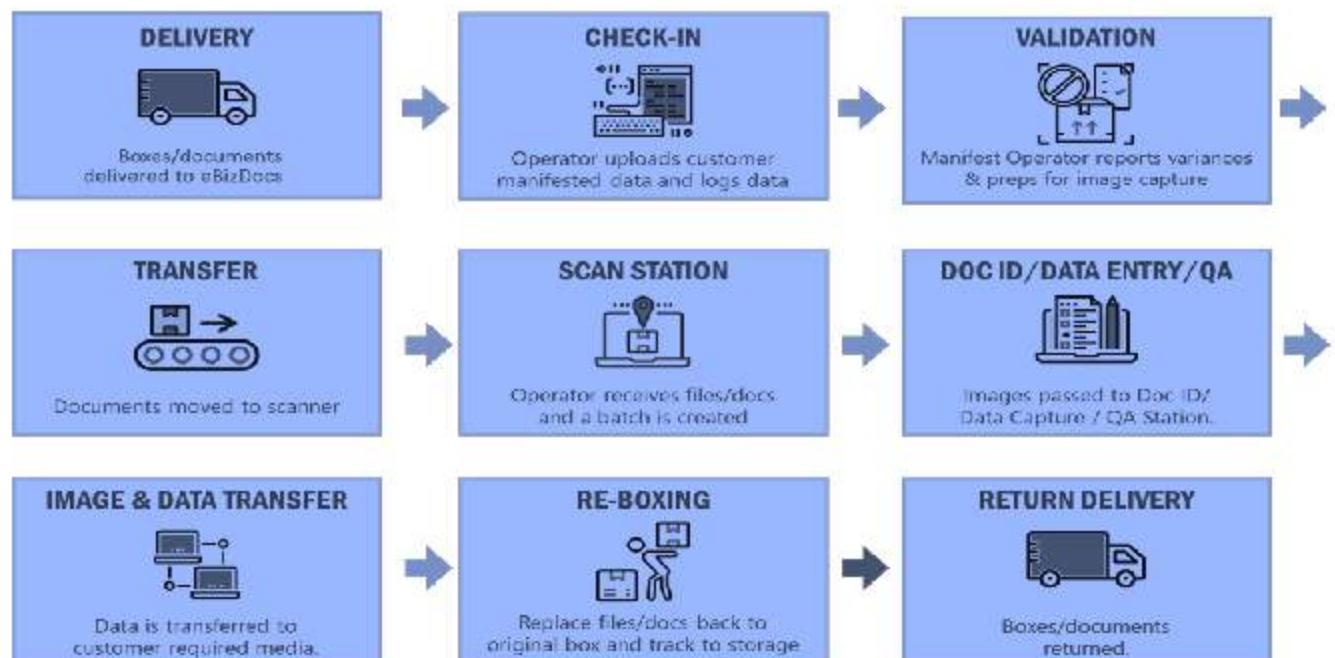
10.0 SERVICE LEVEL AND RETENTION

All records will be returned to the Town of Bethlehem & Albany County.

11.0 PRODUCTION PLANNING AND PROCESS CONTROL ACTIVITIES

The Production phase commences with the transfer of project knowledge from ramp-up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp-up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBIZ will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in “Attended Mode” to assure that the best quality image is rendered.
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBIZ utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBIZ utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

PRICING ELEMENTS INCLUDED:

ALBANY COUNTY – Marriage Books

Albany County - Shared Services

Description	Est Books	Est Count	Per Item Calculator	Cost Per	Estimated Cost
Project Setup-Conversion		1	Project	\$ 250.00	\$ 250.00
<i>Books Bound</i>					
Marriage (1870-1940)	76	34,352	Image	\$ 0.600	\$ 30,573.28
Books Cropping/Additional Images		51,528	Image	\$ 0.200	\$ 10,305.60
Indexing		2,009,592	Character	\$ 0.015	\$ 30,143.88
File Retrieval (3 Business Days)		30	Retrieval	\$ 19.000	\$ 570.00
Transportation (Per dropoff or pickup)		4	1 Way Trip	\$ 75.000	\$ 300.00
Optional Items					\$ -
Boxes-Bundle of 25		0	Bundle	\$ 87.500	\$ -
Boxing of Files		0	Hour	\$ 35.000	\$ -
Prep & Scan Over 11" Wide		0	Image	\$ 2.49	\$ -
Books Bound and Cut		0	Image	\$ 0.205	\$ -
Books Pinned		0	Image	\$ 0.410	\$ -
Books Pinned-Reassembly		0	Image	\$ 0.050	\$ -
Roll Microfilm (Min \$40 per Roll)		0	Frame	\$ 0.054	\$ -
Fiche		0	Sheet	\$ 3.450	\$ -
Aperture Cards		0	Card	\$ 1.500	\$ -
Shredding		0	1.2 cuft box	\$ 9.000	\$ -
Reassembly		0	Hour	\$ 32.00	\$ -
Optical Character Recognition (OCR)		0	Image	\$ 0.01	\$ -
External Hard Drive / Data Storage		0	Hardware Device	\$ 200.00	\$ -
Professional Services		0	Hour	\$ 175.00	\$ -
Production Services		0	Hour	\$ 32.00	\$ -
Physical Storage Post Project > 60 Days		0	1.2 cuft box/month	\$ 1.25	\$ -
Digital Storage Post > 60 Days		0	GB/month	\$ 5.00	\$ -
Unscannable Items		0	Item	\$ 19.00	\$ -
Physical File Return		0	Item + shipping fee	\$ 25.00	\$ -
Estimated SUB-TOTAL					\$ 72,142.76

TOWN of BETHLEHEM – Books, Paper, & Film

Bethlehem, NY - Shared Services

Description	Est Boxes/ Rolls/Books	Est Count	Per Item Calculator	Cost Per	Estimated Cost
Project Setup-Conversion		3	Project	\$ 250.00	\$ 750.00
Production Services Doc Prep	5	8	Hour	\$ 32.00	\$ 1,280.00
Scanning Service Under 11" Wide	5	20,000	Image	\$ 0.105	\$ 2,100.00
Prep & Scan Over 11" Wide		100	Image	\$ 2.49	\$ 249.00
Roll 16mm Microfilm (Min \$40 per Roll)	34	31,600	Frame	\$ 0.054	\$ 4,406.40
Roll 35mm Microfilm (Min \$40 per Roll)	14	9,100	Frame	\$ 0.054	\$ 491.40
<i>Bound Books</i>					
Marriage (1960s+)	11	2,750	Image	\$ 0.890	\$ 2,447.50
Birth & Death	22	5,500	Image	\$ 0.890	\$ 4,895.00
Over Sized Books (16x21in)	2	150	Image	\$ 0.890	\$ 133.50
Books Cropping Additional Images		16,800	Image	\$ 0.200	\$ 3,360.00
Books Pinned	56	16,800	Image	\$ 0.410	\$ 6,888.00
3 ring Binders	12	2,400	Image	\$ 0.410	\$ 984.00
Books Cropping Additional Images		720	Image	\$ 0.200	\$ 144.00
Reassembly		34	Hour	\$ 32.00	\$ 1,088.00
Production Services Doc Prep ("Poor" Condition)	4	25	Hour	\$ 32.00	\$ 3,200.00
Scanning Service Under 11" Wide ("Poor" Condition)	4	16,000	Image	\$ 0.155	\$ 2,480.00
Indexing		720,408	Character	\$ 0.015	\$ 10,806.12
File Retrieval (3 Business Days)		120	Retrieval	\$ 19.000	\$ 2,280.00
Transportation (Per dropoff or pickup)		4	1 Way Trip	\$ 75.000	\$ 300.00
Optional Items					\$ -
Boxes-Bundle of 25		0	Bundle	\$ 37.500	\$ -
Boxing of Files		0	Hour	\$ 35.000	\$ -
Books Bound and Cut		0	Image	\$ 0.205	\$ -
Fiche		0	Sheet	\$ 3.450	\$ -
Aperture Cards		0	Card	\$ 1.500	\$ -
Shredding		0	1.2 cuft box	\$ 9.000	\$ -
Optical Character Recognition (OCR)		0	Image	\$ 0.01	\$ -
External Hard Drive / Data Storage		0	Hardware Device	\$ 200.00	\$ -
Professional Services		0	Hour	\$ 175.00	\$ -
Production Services		0	Hour	\$ 32.00	\$ -
Physical Storage Post Project > 60 Days		0	1.2 cuft box/month	\$ 1.25	\$ -
Digital Storage Post > 60 Days		0	GB/month	\$ 5.00	\$ -
Unscannable Items		0	Item	\$ 19.00	\$ -
Physical File Return		0	Item + shipping fee	\$ 25.00	\$ -
Estimated SUB-TOTAL					\$ 48,282.92

COST SUMMARY

Albany County: \$72,142.76

Bethlehem: \$48,282.92

TOTAL PROJECT COST ESTIMATE = \$120,425.68

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

EBIZ expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

RESOLUTION NO. 442

AUTHORIZING AN AGREEMENT WITH NEW YORK STATE EDUCATION DEPARTMENT REGARDING THE LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND GRANT

Introduced: 11/10/25

By Law Committee:

WHEREAS, The County Clerk has requested authorization to enter into an agreement with the New York State Education Department regarding the Local Government Records Management Improvement Fund Grant in the amount of \$138,834 for a term commencing October 1, 2025 and ending December 31, 2026, and

WHEREAS, The Clerk has indicated that the funding will be used to assist with the digitization and indexing of the City of Albany and Town of Bethlehem records as part of the ongoing Albany County Shared Services Program, and that such funds will be incorporated into the 2026 Albany County Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Education Department regarding the Local Government Records Management Improvement Fund Grant in an amount not to exceed \$138,834 for a term commencing October 1, 2025 and ending December 31, 2026, 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 #: 2025-1811

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Hall of Records A1411

Date Submitted: 12/22/2025

Contact Person: [Ricardo Wright-Ramos]

Contact Phone: 518-487-5150

Vendor Info: New York State Industries for the Disabled, Inc.

Estimated Amount: 48282.92

Scope of Services: 2025-2026 LGRMIF Town of Bethlehem Portion

Budget Line Item: A1411-44046

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

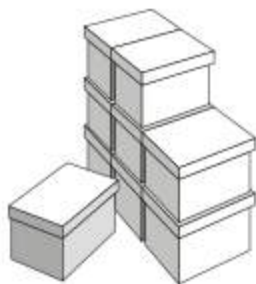
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To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Bruce Hidley, Albany County Clerk
The Honorable Joanne Cunningham, Chairwoman;

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: December 22, 2025

Subject: Request for Contract Approval-Contract #2025-1811
New York State Industries for the Disabled
Imaging and Indexing of Town of Bethlehem Records

The Albany County Hall of Records respectfully requests your authorization to contract with New York State Industries for the Disabled to provide scanning and indexing services for the Town of Bethlehem's Vital Records and Town Board Meeting Minutes. These records consist of 48 microfilms, 33 volumes, 2 oversized volumes, and 68 pinned books/binders containing approximately 130,000 pages that will be imaged and partially indexed, for a total cost of \$48,282.82. The funding for this project comes from a grant awarded to Albany County by the New York State Education Department's Local Government Records Management Improvement Fund for the 2025-2026 grant cycle.



**Records Scanning Services
for the
Town of Bethlehem
&
Albany County, NY**

Submitted: March 24, 2025

**Submitted By: Nick DeBenedetto
Business Development Manager
eBizDocs, Inc.
(518) 456-1011
ndebenedetto@ebizdocs.com**

Statement of Services

Scope of Work

1.0 OBJECTIVE

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- Facility, Production and QC Overview
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- | | |
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| 1. Kara Heniges
(518) 456-1011 | Project Manager |
| 2. Ken Major
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While the Records are at EBIZ during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives can be made via email and delivered via email. Retrievals will be returned within a maximum of 3 business days from the receipt of the request and there is a charge of \$19.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

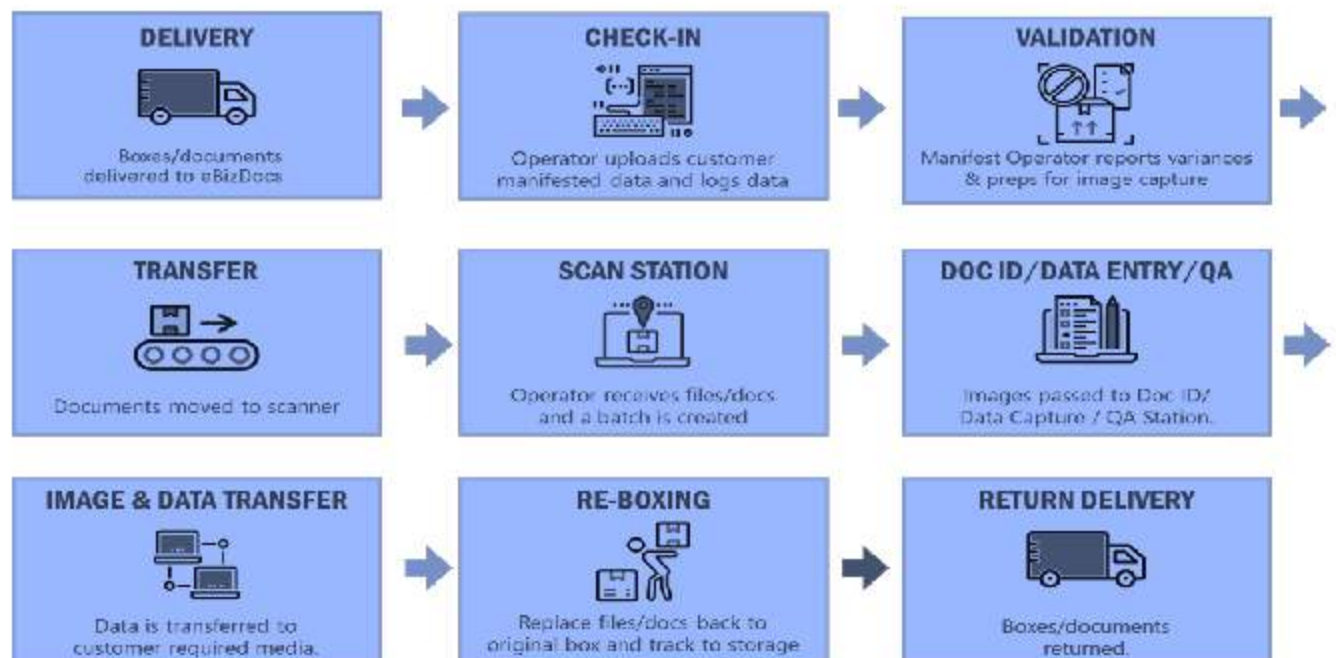
10.0 SERVICE LEVEL AND RETENTION

All records will be returned to the Town of Bethlehem & Albany County.

11.0 PRODUCTION PLANNING AND PROCESS CONTROL ACTIVITIES

The Production phase commences with the transfer of project knowledge from ramp-up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp-up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBIZ will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in “Attended Mode” to assure that the best quality image is rendered.
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBIZ utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBIZ utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

PRICING ELEMENTS INCLUDED:

ALBANY COUNTY – Marriage Books

Albany County - Shared Services					
Description	Est Books	Est Count	Per Item Calculator	Cost Per	Estimated Cost
Project Setup-Conversion		1	Project	\$ 250.00	\$ 250.00
<i>Books Bound</i>					
Marriage (1870-1940)	76	34,352	Image	\$ 0.600	\$ 30,573.28
Books Cropping/Additional Images		51,528	Image	\$ 0.200	\$ 10,305.60
Indexing		2,009,592	Character	\$ 0.015	\$ 30,143.88
File Retrieval (3 Business Days)		30	Retrieval	\$ 19.000	\$ 570.00
Transportation (Per dropoff or pickup)		4	1 Way Trip	\$ 75.000	\$ 300.00
Optional Items					\$ -
Boxes-Bundle of 25		0	Bundle	\$ 87.500	\$ -
Boxing of Files		0	Hour	\$ 35.000	\$ -
Prep & Scan Over 11" Wide		0	Image	\$ 2.49	\$ -
Books Bound and Cut		0	Image	\$ 0.205	\$ -
Books Pinned		0	Image	\$ 0.410	\$ -
Books Pinned-Reassembly		0	Image	\$ 0.050	\$ -
Roll Microfilm (Min \$40 per Roll)		0	Frame	\$ 0.054	\$ -
Fiche		0	Sheet	\$ 3.450	\$ -
Aperture Cards		0	Card	\$ 1.500	\$ -
Shredding		0	1.2 cuft box	\$ 9.000	\$ -
Reassembly		0	Hour	\$ 32.00	\$ -
Optical Character Recognition (OCR)		0	Image	\$ 0.01	\$ -
External Hard Drive / Data Storage		0	Hardware Device	\$ 200.00	\$ -
Professional Services		0	Hour	\$ 175.00	\$ -
Production Services		0	Hour	\$ 32.00	\$ -
Physical Storage Post Project > 60 Days		0	1.2 cuft box/month	\$ 1.25	\$ -
Digital Storage Post > 60 Days		0	GB/month	\$ 5.00	\$ -
Unscannable Items		0	Item	\$ 19.00	\$ -
Physical File Return		0	Item + shipping fee	\$ 25.00	\$ -
Estimated SUB-TOTAL					\$ 72,142.76

TOWN of BETHLEHEM – Books, Paper, & Film

Bethlehem, NY - Shared Services

Description	Est Boxes/ Rolls/Books	Est Count	Per Item Calculator	Cost Per	Estimated Cost
Project Setup-Conversion		3	Project	\$ 250.00	\$ 750.00
Production Services Doc Prep	5	8	Hour	\$ 32.00	\$ 1,280.00
Scanning Service Under 11" Wide	5	20,000	Image	\$ 0.105	\$ 2,100.00
Prep & Scan Over 11" Wide		100	Image	\$ 2.49	\$ 249.00
Roll 16mm Microfilm (Min \$40 per Roll)	34	31,600	Frame	\$ 0.054	\$ 4,406.40
Roll 35mm Microfilm (Min \$40 per Roll)	14	9,100	Frame	\$ 0.054	\$ 491.40
<i>Bound Books</i>					
Marriage (1960s+)	11	2,750	Image	\$ 0.890	\$ 2,447.50
Birth & Death	22	5,500	Image	\$ 0.890	\$ 4,895.00
Over Sized Books (16x21in)	2	150	Image	\$ 0.890	\$ 133.50
Books Cropping Additional Images		16,800	Image	\$ 0.200	\$ 3,360.00
Books Pinned	56	16,800	Image	\$ 0.410	\$ 6,888.00
3 ring Binders	12	2,400	Image	\$ 0.410	\$ 984.00
Books Cropping Additional Images		720	Image	\$ 0.200	\$ 144.00
Reassembly		34	Hour	\$ 32.00	\$ 1,088.00
Production Services Doc Prep ("Poor" Condition)	4	25	Hour	\$ 32.00	\$ 3,200.00
Scanning Service Under 11" Wide ("Poor" Condition)	4	16,000	Image	\$ 0.155	\$ 2,480.00
Indexing		720,408	Character	\$ 0.015	\$ 10,806.12
File Retrieval (3 Business Days)		120	Retrieval	\$ 19.000	\$ 2,280.00
Transportation (Per dropoff or pickup)		4	1 Way Trip	\$ 75.000	\$ 300.00
Optional Items					\$ -
Boxes-Bundle of 25		0	Bundle	\$ 37.500	\$ -
Boxing of Files		0	Hour	\$ 35.000	\$ -
Books Bound and Cut		0	Image	\$ 0.205	\$ -
Fiche		0	Sheet	\$ 3.450	\$ -
Aperture Cards		0	Card	\$ 1.500	\$ -
Shredding		0	1.2 cuft box	\$ 9.000	\$ -
Optical Character Recognition (OCR)		0	Image	\$ 0.01	\$ -
External Hard Drive / Data Storage		0	Hardware Device	\$ 200.00	\$ -
Professional Services		0	Hour	\$ 175.00	\$ -
Production Services		0	Hour	\$ 32.00	\$ -
Physical Storage Post Project > 60 Days		0	1.2 cuft box/month	\$ 1.25	\$ -
Digital Storage Post > 60 Days		0	GB/month	\$ 5.00	\$ -
Unscannable Items		0	Item	\$ 19.00	\$ -
Physical File Return		0	Item + shipping fee	\$ 25.00	\$ -
Estimated SUB-TOTAL					\$ 48,282.92

COST SUMMARY

Albany County: \$72,142.76

Bethlehem: \$48,282.92

TOTAL PROJECT COST ESTIMATE = \$120,425.68

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

EBIZ expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

RESOLUTION NO. 442

AUTHORIZING AN AGREEMENT WITH NEW YORK STATE EDUCATION DEPARTMENT REGARDING THE LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND GRANT

Introduced: 11/10/25

By Law Committee:

WHEREAS, The County Clerk has requested authorization to enter into an agreement with the New York State Education Department regarding the Local Government Records Management Improvement Fund Grant in the amount of \$138,834 for a term commencing October 1, 2025 and ending December 31, 2026, and

WHEREAS, The Clerk has indicated that the funding will be used to assist with the digitization and indexing of the City of Albany and Town of Bethlehem records as part of the ongoing Albany County Shared Services Program, and that such funds will be incorporated into the 2026 Albany County Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Education Department regarding the Local Government Records Management Improvement Fund Grant in an amount not to exceed \$138,834 for a term commencing October 1, 2025 and ending December 31, 2026, 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 #: 2025-1829

Contract Type: standard

Contract Action: renew

Procurement Type: Bid

Department: Public Works Road Machinery Maintenance DM5130

Date Submitted: 12/30/2025

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Hl Gage Sales Inc

Estimated Amount: 99000.00

Scope of Services: Contract for International Harvester Truck Parts

Budget Line Item: DM5130.44029,DM5130.44070

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

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: December 30, 2025

Re: Contract Request

The Public Works Department respectfully requests approval to enter into a contract with H.L. Gage for the purchase of parts and repairs for International Harvester trucks. H.L. Gage was the only responsive bidder for RFB #2024-143. The term of the agreement shall be for one year (01/01/2026-12/31/2026) and will not exceed \$99,000.00 per year. The department budget lines DM5130.4029 (Automobile Parts) and DM5130.4070 (Equipment Repair and Rental) will be used.

If there are any questions or further information is needed, please feel free to contact my office.

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

RE: BID #2024-143, International Harvester Truck Parts

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-143 AND WILL HOLD
AWARDED BID PRICES THROUGH DECEMBER 31, 2026

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: H. L. GAGE SALES, INC.
REPRESENTATIVE: RONALD VOORIS
TELEPHONE # 518-456-8871
FAX #: 618-456-0705
SIGNATURE: Ronald Vooris

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ 518-447-5588 or tina.king@albanycountyny.gov.

Contract #: 2025-1787

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health A4310

Date Submitted:

Contact Person: [Mark Gleason],[Michael Fitzgerald]

Contact Phone: 518-447-3014,518-447-2025

Vendor Info: Kerry L. Brand

Estimated Amount: 20000

Scope of Services: Section 730 Services

Budget Line Item: A4310.44046

Fiscal Impact:

County: 100.00

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

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-1787

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 KERRY L. BRAND, having an address at 11 Coventry Road Glenmont, NY 12077 (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 the COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.; 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 20000. 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.

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT agrees to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) during the period of this AGREEMENT.

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, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, 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.

Contract #: 2025-1791

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health A4310

Date Submitted: 12/18/2026

Contact Person: [Mark Gleason],[Michael Fitzgerald]

Contact Phone: 518-447-3014,518-447-2025

Vendor Info: Marilyn Mckee

Estimated Amount: 20000

Scope of Services: Section 730 Services

Budget Line Item: A94310.44046

Fiscal Impact:

County: 100.00

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

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-1791

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 MARILYN MCKEE, having an address at 81 Merritt Place New Hartford, NY 13413 (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 the COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.; 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 20000. 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.

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT agrees to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) during the period of this AGREEMENT.

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, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, 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.

Contract #: 2025-1826

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: County Executive A1230

Date Submitted:

Contact Person: [Katelyn Pauly],[Martin Dolan],[Budget Management]

Contact Phone: 518-447-5525,,(518)447-5525

Vendor Info: Millennium Strategies

Estimated Amount: \$60,000

Scope of Services: Grants Consulting Services for 2026

Budget Line Item: A91310-44046

Fiscal Impact:

County: 100.00

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

Schedule A

1. Vendor's Proposal



MILLENNIUM STRATEGIES

Proposal for Grant Consulting Services

SUBMITTED TO

County of Albany
112 State Street
Albany, NY 12207

SUBMITTED BY

Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954

MILLENNIUM

STRATEGIES

October 8, 2025

Hon. Daniel P. McCoy
County Executive
County of Albany
112 State Street
Albany, NY 10954

RE: Proposal – Grant Consulting Services

Dear County Executive McCoy,

Millennium Strategies is pleased to submit the following proposal to the County of Albany for the provision of Grant Consulting Services. Details pertaining to our company, staff, experience, services, and fees are outlined further within our proposal.

COMPANY PROFILE

Founded in 2005, Millennium Strategies is the largest full-service grants consulting firm in the region. We currently represent more than 200 municipalities, counties, school districts, and non-profit entities located throughout New York, New Jersey, Pennsylvania, Ohio, and Missouri. A comprehensive listing of our local government clients along with select client references is included with our proposal as an attachment.

Since our inception, we have helped to secure over \$2 billion in grant funding on behalf of our clients. Details pertaining to our experience securing grant funding on behalf of local governments are included with our proposal as an attachment. What sets Millennium apart is our comprehensive and aggressive approach to providing grant research, grant writing, and grant administration services. We help our clients address their challenges by identifying, securing, and administering grant funding for projects and programs that fall within the following categories.

- Arts and culture
- Community development
- Disaster recovery
- Economic development
- Environmental protection
- Health services
- Historic preservation
- Human Services
- Parks and open space
- Public Safety
- Recreation
- Senior services
- Sustainability
- Tourism
- Transportation
- Water and sewer

STAFF PROFILE

Millennium Strategies employs an accomplished team of 48 grant writing and support professionals responsible for ensuring the delivery of quality and timely services on behalf of Millennium's clients. All principals and staff possess post-secondary degrees related to government consulting/grant writing and are in good standing with the State of New York and other grant agencies. Neither the firm nor any of its principals or staff are disbarred, suspended, or otherwise prohibited from professional practice or from working with public entities by any federal, state, or local agency.

ADDRESS: 25 SMITH STREET, SUITE 401, NANUET, NY, 10954
PHONE 914.220.8392 - FAX 973.292.0832 - WEBSITE WWW.M-STRAT.COM

SCOPE OF SERVICES

Millennium Strategies will provide our full suite of Grant Consulting Services on behalf of the County of Albany. Through these services, we will identify, research, and present available governmental and non-governmental grant opportunities as well as prepare and submit grant applications in support of your organization's priority projects/programs. We will also track and report on the status of all services rendered to ensure our services remain aligned with the evolving needs and goals of your organization. A detailed breakdown of all services to be provided in support of this are outlined below.

- *Create a Strategic Plan* – Millennium will create a Strategic Plan for grant research and funding to be pursued in keeping with your organizations budget, capital plan, and identified needs. This process will include coordinating meetings with administrators, department heads, and other personnel to review your organization's funding goals and establishing a plan for how to achieve them.
- *Research/Presentation of Available Grant Opportunities* – Millennium will research all available governmental and non-governmental grant opportunities on a continual basis throughout the duration of the contract period. Detailed research memos and application breakdowns will be presented for grant opportunities that align with the priority projects/programs outlined in your organization's Strategic Plan.
- *Complete Grant Writing* – Millennium will prepare and submit all grant applications authorized, in accordance with the guidelines established by funding agencies, on a continual basis throughout the duration of the contract period. This includes all necessary follow-up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of your organization.
- *Monthly Reporting* – Millennium will submit a monthly report detailing all activities undertaken by our team on behalf of your organization. The monthly report will include all grants awarded, grants submitted and pending approval, grant applications-in-progress, grants presented, and grants denied, providing an ongoing assessment of our efforts throughout the duration of the contract period.
- *Access to the GranTrack – Programs and Applications Tool* – Millennium will provide your organization with access to the GranTrack – Programs and Applications Tool. This web-based Tool will provide real-time access to downloadable research memos for grant opportunities we have presented, a record of all grant applications Millennium has submitted, and other data/statistics documenting your organization's grant seeking efforts.

FEESCHEDULE

Millennium Strategies will provide our full suite of Grant Consulting Services for an annual amount not-to-exceed \$78,000.00. These fees will be billed on a retainer basis at a rate of \$6,500.00 per month. Our retainer fee is inclusive of all costs.

STAFFING PLAN

Millennium Strategies proposes the following staffing plan to support the delivery of services on behalf of County of Albany. Additional staff may be brought in to support our engagement if deemed necessary by Millennium. We will not hire subcontractors to perform any services.

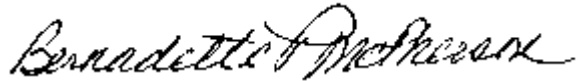
<i>Name</i>	<i>Title</i>	<i>Role</i>
David Jenkins	Director of New York Operations	Partner-in-Charge
Taryn Pronko	Director of Client Services	Account Supervisor
Bernadette McPherson	Director of Outreach	Account Relations Manager

Biographies for all assigned principals and staff are included with our proposal as an attachment. All principals and staff that will support the delivery of services will be stationed out of our offices located at 25 Smith Street, Suite 401, Nanuet, NY, 10954.

CONCLUSION

Thank you for considering Millennium Strategies. We look forward to the opportunity to be of service on behalf of the County of Albany. Should you have any questions regarding our proposal, please do not hesitate to contact me by phone at (201) 906-7604 or by email at bernadette@m-strat.com.

Sincerely,

A handwritten signature in black ink, reading "Bernadette McPherson". The signature is written in a cursive, flowing style.

Bernadette McPherson
Director of Outreach

Experience

Our Experience

Millennium Strategies has unparalleled experience and a proven track record of success helping local governments navigate the complex grant landscape. Since our founding in 2005 we have helped to secure more than \$2 billion in grant funding on behalf of our clients. This funding has directly translated to critical investments in public infrastructure, public safety, recreation, education, and quality of life initiatives in communities throughout the region.

Over the past 5-years alone, Millennium has helped our clients secure hundreds of millions of dollars in funding for critical projects and programs. This level of sustained success underscores our experience and ability to deliver measurable results for our clients year after year.

<i>Year</i>	<i>Total Grant Funding</i>
2025	\$175 million +
2024	\$427 million +
2023	\$390 million +
2022	\$249 million +
2021	\$176 million +

Our expertise is rooted in our comprehensive knowledge and understanding of available grant programs. We understand the nuances and evolving priorities of these programs allowing us to best position our clients for success. Our team has experience applying for funding through a wide variety of grant programs made available by the following federal and state agencies.

Federal Agencies

US Department of Agriculture
US Department of Education
US Department of Energy
US Department of Health and Human Services
US Department of Homeland Security

US Department of Housing/Urban Development
US Department of Justice
US Department of Labor
US Department of Transportation
US Environmental Protection Agency

State Agencies

NYS Archives
NYS Department of Agriculture and Markets
NYS Department of Environmental Conservation
NYS Department of Health
NYS Department of State
NYS Department of Transportation
NYS Division of Criminal Justice Services
NYS Division of Housing and Community Renewal
NYS Empire State Development

NYS Energy Research and Development Authority
NYS Environmental Facilities Corporation
NYS Governor's Traffic Safety Committee
NYS Division of Homeland Security/Emergency Services
NYS Office of Community Renewal
NYS Office of Mental Health
NYS Office of Parks, Recreation, and Historic Preservation
NYS Regional Economic Development Councils
NYS Urban Forestry Council

In addition to grant programs made available by federal and state agencies, Millennium also has considerable experience applying for funding through a variety of grant programs made available by corporate and philanthropic agencies that invest in local governments.

Our success is best demonstrated by the results we have delivered for our clients. A sample listing of grant awards we have helped to secure on behalf of select clients, across a broad range of categories applicable to local government, are outlined below.

County of Rockland (Rockland County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
US Department of Housing and Urban Development – Lead Hazard Reduction Grant	\$7,400,000.00
NYS Department of Transportation – Transportation Alternatives Program Grant	\$1,361,120.00
NYS Division of Criminal Justice Services – Byrne State Crisis Intervention Grant	\$150,902.00
NYSERDA – Third Party Support Advancing Code Compliance Grant	\$125,000.00
US Consumer Product Safety Commission – CO Poisoning Prevention Grant	\$100,000.00
NYS Department of Environmental Conservation – Climate Smart Communities Grant	\$75,000.00
NYS Department of Environmental Conservation – Local Stewardship Planning Grant	\$75,000.00

City of Long Beach (Nassau County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Regional Economic Development Councils – NY Forward Grant	\$4,500,000.00
NYS Empire State Development – Capital Improvement Pro-Housing Communities Grant	\$1,450,000.00
NYS Department of Environmental Conservation – WQIP Grant	\$600,000.00
NYS Office of Parks, Recreation, Historic Preservation – EPF Grant	\$390,755.00
US Department of Justice – COPS Hiring Grant	\$375,000.00
NYS Department of Agriculture and Markets – Companion Animal Capital Grant	\$225,000.00
NYS Department of State – Local Water Revitalization Program Grant	\$170,000.00

County of Hudson (Hudson County, NJ)

<i>Grant Program</i>	<i>Award Amount</i>
US Department of Justice – Comprehensive Opioid, Stimulant and Substance Use Grant	\$1,600,000.00
US Department of Environmental Protection – Environmental Justice Grant	\$1,000,000.00
US Department of Justice – STOP School Violence Grant	\$857,911.00
US Department of Agriculture – GUSNIP Produce Prescription Grant	\$500,000.00
US Department of Transportation – Safe Streets and Roads for All Grant	\$480,000.00
National Endowment for the Arts – Grants for Art Projects	\$50,000.00
Citizens Bank Foundation – Charitable Grant	\$25,000.00

Town of Poughkeepsie (Dutchess County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Environmental Facilities Corporation – WIIA Clean Water Grant	\$619,000.00
US Department of Justice – COPS Hiring Grant	\$375,000.00
NYS Department of Environmental Conservation – Community Forest Conservation Grant	\$300,000.00
NYS Department of State – Brownfield Opportunity Area Grant	\$252,000.00
NYS Division of Criminal Justice Services – Byrne State Crisis Intervention Grant	\$86,230.00
T-Mobile Foundation – Hometown Grant	\$50,000.00
NYSERDA – Clean Energy Communities Grant	\$20,000.00

County of Middlesex (Middlesex County, NJ)

<i>Grant Program</i>	<i>Award Amount</i>
US Department of Interior – Battlefield Restoration Grant	\$1,086,000.00
US Department of Justice – Veterans Treatment Court Grant	\$950,000.00
US Administration for Community Living – Evidence Based Fall Prevention Grant	\$516,939.00
US Department of Justice – Body Worn Camera Policy and Implementation Grant	\$385,660.00
US Congress Committee on Appropriations – Community Project Funding Grant	\$300,000.00
National Endowment for the Arts – Grants for Arts Projects	\$25,000.00
Norfolk Southern – Thriving Communities Grant	\$20,000.00

Village of Spring Valley (Rockland County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Homes and Community Renewal - CDBG Cares Grant	\$500,000.00
NYS Department of Parks, Recreation, and Historic Preservation – NY SWIMS Grant	\$217,520.00
US Department of Transportation – SS4A Implementation Grant	\$204,000.00
Rockland County – Resilient Recreation Grant	\$200,000.00
NYS Division of Criminal Justice Services – Law Enforcement Technology Grant	\$131,404.00
NYS Division of Criminal Justice Services – Byrne State Crisis Intervention Grant	\$61,552.00
FM Global Foundation – Fire Prevention Grant	\$3,000.00

County of Burlington (Burlington County, NJ)

<i>Grant Program</i>	<i>Award Amount</i>
SAMHSA – First Responders Comprehensive Addiction Recovery Services Grant	\$2,000,000.00
US Department of Justice – Comprehensive Opioid, Stimulant and Substance Use Grant	\$1,300,000.00
US Congress Committee on Appropriations – Community Project Funding Grant	\$1,200,000.00
US Department of Justice – Improving Response to Domestic Violence/Assault Grant	\$750,000.00
US Department of Justice – COPS Law Enforcement Seeking Accreditation Grant	\$250,000.00
US Department of Justice – Reducing Injury/Death of Individuals with Disabilities Grant	\$150,000.00
US Department of Justice – Body Worn Camera Policy and Implementation Grant	\$139,887.00

Town of Brookhaven (Suffolk County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Department of Transportation – BRIDGE NY Program Grant	\$15,842,071.00
NYS Regional Economic Development Councils – NY Forward Grant	\$4,500,000.00
NYS Empire State Development – Restore New York Communities Initiative Grant	\$2,000,000.00
NYS Department of Environmental Conservation – Climate Smart Communities Grant	\$910,000.00
US Department of Homeland Security – Port Security Grant	\$584,516.00
US Department of Energy – Energy Efficiency and Conservation Block Grant	\$429,790.00
NYS Division of Homeland Security/Emergency Services – Critical Infrastructure Grant	\$19,182.00

City of Kansas City (Jackson County, MO)

<i>Grant Program</i>	<i>Award Amount</i>
US Department of Energy – Assistance for Latest and Zero Building Energy Code Grant	\$9,000,000.00
US Environmental Protection Agency – Brownfields Clean-Up Grant	\$4,000,000.00
SAMHSA – Expand Treatment Capacity in Adult and Family Treatment Drug Court Grant	\$2,000,000.00
US Department of Justice – Adult Treatment Court Discretionary Grant	\$656,925.00
US Department of Justice – National Public Safety Partnership Capacity Building Grant	\$500,000.00
US Department of Justice – Building Continuums of Care to Support Youth Success Grant	\$425,000.00
US Department of Justice – Justice and Mental Health Collaboration Grant	\$395,000.00

Village of Tarrytown (Westchester County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Office of Parks, Recreation, and Historic Preservation – EPF Grant	\$500,000.00
NYS Department of Environmental Conservation – Climate Smart Communities Grant	\$414,500.00
US Department of Transportation – SS4A Implementation Grant	\$340,000.00
Westchester County – CDBG Grant	\$200,000.00
NYS Division of Homeland Security/Emergency Services – V-Fire Grant	\$78,671.00
NYS Archives – Local Government Records Management Improvement Fund Grant	\$75,000.00
NYS Department of State – Local Waterfront Revitalization Program Grant	\$60,000.00

Town of Hyde Park (Dutchess County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Department of Parks, Recreation, and Historic Preservation – NY SWIMS Grant	\$794,560.00
NYS HOMES and Community Renewal – RISC Grant	\$200,000.00
US Department of Transportation – SS4A Implementation Grant	\$160,000.00
NYS Archives – Local Government Records Management Improvement Fund Grant	\$73,568.00
NYS Department of Environmental Conservation – ZEV Infrastructure Grant	\$32,480.00
NYS Governor’s Traffic Safety Committee – Police Traffic Services Grant	\$5,520.00
US Department of Justice – Bulletproof Vest Partnership Grant	\$4,304.76

Town of Montgomery (Orange County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Regional Economic Development Councils – NY Forward Grant	\$4,500,000.00
NYS Department of Environmental Conservation – WQIP Grant	\$500,000.00
NYS Empire State Development – Restore New York Communities Initiative Grant	\$447,545.00
NYS Division of Criminal Justice Services – Law Enforcement Technology Grant	\$119,521.00
NYS Department of Environmental Conservation – MS4 Mapping Grant	\$60,000.00
NYS Empire State Development – Strategic Planning and Feasibility Study Grant	\$50,000.00
NYS Division of Homeland Security/Emergency Services – Cybersecurity Grant	\$36,200.00

Town of Kent (Putnam County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Department of Environmental Conservation – WQIP Grant	\$2,500,000.00
NYS Department of Transportation – BRIDGE NY Program Grant	\$1,258,000.00
US Congress Committee on Appropriations – Community Project Funding Grant	\$1,237,000.00
NYS Environmental Facilities Corporation – WIIA Clean Water Grant	\$702,800.00
US Department of Transportation – SS4A Implementation Grant	\$160,000.00
NYS Dormitory Authority – CREST Grant	\$100,000.00
US Department of Justice – Law Enforcement Mental Health and Wellness Grant	\$57,267.00

Village of Sleepy Hollow (Westchester County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Department of Transportation – Transportation Alternatives Program Grant	\$3,878,789.00
NYS Department of Transportation – BRIDGE NY Program Grant	\$1,837,000.00
NYS Department of State – Local Waterfront Revitalization Program Grant	\$259,777.00
Westchester County – Community Development Block Grant	\$200,000.00
NYS Division of Criminal Justice Services – Law Enforcement Technology Grant	\$174,416.00
NYSERDA – Clean Energy Communities Grant	\$90,000.00
US Department of Justice – Bulletproof Vest Partnership Grant	\$3,282.96

Village of Port Chester (Westchester County, NY)

<i>Grant Program</i>	<i>Award Amount</i>
NYS Department of Environmental Conservation – WQIP Grant	\$10,000,000.00
NYS Environmental Facilities Corporation – WIIA Clean Water Grant	\$2,446,423.00
US Congress Committee on Appropriations – Community Project Funding Grant	\$250,000.00
US Department of Homeland Security – Assistance to Firefighters Grant	\$131,612.00
NYS Division of Criminal Justice Services – Law Enforcement Technology Grant	\$83,801.00
NYS Office of Mental Health – NYS CARES UP Grant	\$80,000.00
NYS Governor’s Traffic Safety Committee – Police Traffic Services Grant	\$19,314.00

Client Roster

Millennium Strategies represents more than 200 municipalities, counties, school districts, and non-profit entities located throughout the region. Please find a complete listing of all entities currently under contract with our firm along with our corresponding length of service on behalf of each client outlined below.

STATE OF NEW JERSEY

Township of Aberdeen (04/22 – present)
Barack Obama Charter School (08/23 – present)
City of Bayonne (05/09 - present)
Township of Belleville (06/16 - present)
Borough of Belmar (05/23 – present)
County of Bergen (01/13 - present)
Borough of Bergenfield (05/15 - present)
Township of Bloomfield (02/07 – present)
Borough of Bloomingdale (01/24 – present)
Borough of Bogota (02/21 – present)
Town of Boonton (07/01 – present)
County of Burlington (05/20 – present)
City of Camden (04/23 – present)
County of Camden (05/15 - present)
Borough of Carteret (03/22 – present)
Borough of Chatham (04/23 – present)
Borough of Cliffside Park (07/20 – present)
Township of Clinton (11/23 – present)
Town of Dover (09/12 - present)
Dover BOE (06/25 - present)
City of East Orange (07/14 - present)
Borough of East Rutherford (02/24 – present)
Borough of Edgewater (06/08 - present)
Township of Edison (09/16 - present)
Borough of Elmwood Park (03/17 - present)
City of Englewood (07/13 - present)
Borough of Englewood Cliffs (04/24 - present)
County of Essex (07/16 - present)
Township of Evesham (01/20 – present)
Borough of Fair Lawn (03/19 - present)
Borough of Fairview (08/18 - present)
Fairview BOE (04/13 - present)
Borough of Fanwood (01/13 - present)
Borough of Fort Lee (08/13 - present)
Borough of Franklin Lakes (01/17 – present)
Borough of Freehold (03/20 – present)
Township of Freehold (04/24 - present)
City of Garfield (01/13 - present)
Town of Guttenberg (05/16 - present)
City of Hackensack (02/06 - present)
Borough of Haledon (03/07 - present)
Township of Hamilton (09/20 – present)
Township of Hanover (10/20 – present)
Township of Hardyston (05/24 - present)
Township of Harrison (02/22 – present)
Hillside BOE (07/24 - present)
City of Hoboken (03/10 - present)

HOPES CAP, Inc. (08/11 - present)
County of Hudson (06/15 - present)
Township of Jefferson (05/20 – present)
City of Jersey City (02/14 - present)
Borough of Leonia (01/18 - present)
City of Linden (04/23 – present)
Linden BOE (02/24 – present)
Township of Little Falls (01/18 - present)
Borough of Lodi (11/17 - present)
Township of Long Hill (09/20 – present)
Borough of Metuchen (03/18 - present)
Metuchen BOE (03/25 - present)
County of Middlesex (08/19 – present)
Township of Middletown (03/14 - present)
Middletown BOE (01/21 – present)
Township of Montague (09/22 - present)
Montague BOE (06/25 - present)
Borough of Moonachie (01/13 - present)
Town of Morristown (07/14 - present)
Borough of Mount Arlington (02/17 - present)
Township of Mount Holly (04/18 – present)
Newark Division of Public Safety (01/20-present)
Borough of Neptune City (05/24 – present)
Netcong BOE (08/01 – present)
Borough of New Milford (01/18 – present)
Township of North Bergen (01/17- present)
North Bergen BOE (01/17 - present)
Borough of North Haledon (09/23 - present)
North Plainfield BOE (07/22 - present)
Township of Nutley (04/09 - present)
Township of Old Bridge (12/20 – present)
Borough of Oradell (04/17 - present)
Township of Orange (10/12 - present)
Borough of Palisades Park (02/17 - present)
Township of Parsippany (01/18 – present)
City of Passaic (12/09 - present)
County of Passaic (09/08 - present)
Passaic County Vo-Tech (08/01 – present)
City of Paterson (08/18 - present)
City of Perth Amboy (08/21 – present)
City of Plainfield (04/19 - present)
Municipality of Princeton (06/22 - present)
Borough of Prospect Park (01/18 - present)
Borough of Red Bank (06/18 - present)
Borough of Ridgely (01/15 – present)
Village of Ridgely Park (06/22 - present)
Village of Ridgewood (01/24 - present)

Township of Rockaway (06/25 - present)
Township of Rochelle Park (01/23 – present)
Roselle BOE (03/10 -present)
Borough of Seaside Park (01/25 – present)
Town of Secaucus (01/18 - present)
County of Somerset (04/23 – present)
Township of South Hackensack (01/16- present)
Township of Sparta (07/17 – present)
Township of Springfield (01/25 - present)
Borough of Stanhope (07/12 - present)
City of Summit (09/16 - present)
County of Sussex (05/23 – present)
Township of Teaneck (03/17 - present)
Borough of Tenafly (12/22 – present)

STATE OF NEW YORK

Village of Airmont (01/23 – present)
Village of Amityville (03/24 - present)
Town of Babylon (05/24 - present)
Village of Babylon (08/23 – present)
Town of Ballston (04/24 - present)
Town of Brookhaven (01/22 – present)
Town of Chester (07/21 – present)
Town of Cornwall (08/23 – present)
Town-Village of Harrison (05/15 - present)
Village of Highland Falls (06/23 – present)
Town of Gardiner (12/24 - present)
Town of Goshen (07/24 - present)
Town of Hyde Park (04/22 – present)
Town of Huntington (05/24 - present)
Village of Kings Point (03/24 - present)
Town of Kent (11/19 – present)
County of Livingston (01/25 - present)
City of Long Beach (06/22 – present)
Town of Mamaroneck (02/22 – present)
Village of Mamaroneck (08/18 - present)
Town of Monroe (06/19 – present)
Town of Montgomery (01/21 – present)
Town of Mount Hope (04/24 - present)
Town of New Paltz (10/23 - present)
Town of Orangetown (02/24 - present)

STATE OF PENNSYLVANIA

County of Delaware (09/23 - present)
Township of Bethel (01/25 – present)
Township of Bristol (08/01 – present)
Township of Falls (03/20 – present)
Township of Lower Southampton (04/24 - present)
Township of Middletown (01/10 - present)

Borough of Totowa (03/10 - present)
Totowa BOE (07/19 – present)
County of Union (03/11 - present)
Township of Union (01/23 – present)
Township of Vernon (06/24 - present)
Township of Verona (03/22 – present)
Township of Voorhees (07/23 – present)
Township of Warren (02/24 - present)
Township of Wayne (05/21 – present)
Township of West Orange (09/16 - present)
Borough of Wharton (01/20 – present)
Township of Winslow (01/25 – present)
Borough of Woodcliff Lake (04/14 - present)
Township of Woodland Park (02/12 – present)

Town of Ossining (09/21 – present)
Village of Otisville (04/24 - present)
Village of Pleasantville (06/23 – present)
Town of Pelham (12/24 - present)
Village of Pelham (06/23 – present)
Village of Port Chester (10/15 - present)
Town of Poughkeepsie (01/21 – present)
Town of Putnam Valley (02/22 – present)
County of Rockland (07/17-present)
City of Rye (04/18 - present)
Town of Rye (05/19 – present)
Village of Rye Brook (06/22 – present)
County of Seneca (06/25 - present)
Town of Shawangunk (01/24 - present)
Village of Sleepy Hollow (05/19-present)
Town of Somers (04/25 – present)
Town of Southeast (06/24 - present)
Village of South Blooming Grove (08/22 – present)
Village of Spring Valley (05/19 – present)
Village of Tarrytown (10/22 – present)
Town of Tuxedo (01/25 - present)
Town of Warwick (01/25 - present)
Village of Washingtonville (07/23 – present)
City of White Plains (05/24 - present)
Town-Village of Woodbury (03/20 – present)

Township of Palmer (05/23 – present)
Township of Springfield (05/24 - present)
Township of Upper Chichester (10/22 - present)
Township of Upper Gwynedd (07/24 - present)
Township of West Caln (10/24 - present)

STATE OF OHIO

City of Cleveland Heights (10/22 - present)

City of Garfield Heights (06/25 - present)

STATE OF MISSOURI

City of Kansas City (08/22 - present)

Client References

Please find a list of references for several municipalities, counties, and public school districts currently under contract with Millennium Strategies outlined below. Additional client references can be provided upon request.

REFERENCES - MUNICIPAL GOVERNMENTS

Township Of Middletown, PA

Name: Stephanie Teoli Kuhls
Title: Township Manager
Phone: 215-750-3836
Email: steoli@middletownbucks.org
Address: 3 Municipal Way, Langhorne, PA, 19047
Services: Full Grant Consulting Service

Town of Monroe, NY

Name: Tony Cardone
Title: Town Supervisor
Phone: 845-742-0769
Email: tcardone@monroeny.org
Address: 1465 Orange Tpke, Monroe, NY, 10950
Service: Full Grant Consulting Service

City Of Hoboken, NJ

Name: Caleb Stratton
Title: Assistant Business Administrator
Phone: 201-420-2000
Email: cstratton@hobokennj.gov
Address: 94 Washington St, Hoboken, NJ, 07030
Services: Full Grant Consulting Service

Township Of Falls, PA

Name: Matthew Takita
Title: Township Manager
Phone: 215- 949-9000
Email: m.takita@fallstwp.com
Address: 188 Lincoln Hwy, Fairless Hills, PA, 19030
Service: Full Grant Consulting Service

Township Of Harrison, NY

Name: Mike Amodeo
Title: Town Engineer
Phone: 914-670-3102
Email: mamodeo@harrison-ny.gov
Address: 1 Heinman Pl, Harrison, NY, 10528
Services: Full Grant Consulting Service

City of Passaic, NJ

Name: Rick Fernandez
Title: Business Administrator
Phone: 973-365-5513
Email: rfernandez@cityofpassaicnj.gov
Address: 330 Passaic St, Passaic, NJ, 07055
Services: Full Grant Consulting Service

Township of Upper Chichester, PA

Name: George Needles
Title: Township Manager
Phone: 610-485-5881
Email: gneedles@upperchitwp.org
Address: 8500 Fury Rd, Upper Chichester, PA, 19014
Services: Full Grant Consulting Service

Village Of Port Chester, NY

Name: Stuart Rabin
Title: Village Manager
Phone: 914-939-2200
Email: srabin@portchesterny.gov
Address: 222 Grace Church St, Port Chester, NY, 10573
Services: Full Grant Consulting Service

Borough of Franklin Lakes, NJ

Name: Greg Hart
Title: Borough Administrator
Phone: 201-891-4000
Email: ghart@franklinlakes.org
Address: 480 DeKorte Dr, Franklin Lakes, NJ, 07417
Services: Flex Grant Consulting Service

Village of Airmont, NY

Name: Sharon Halon
Title: Village Clerk
Phone: 845-414-5522
Email: villageclerk@airmont.org
Address: 251 Cherry Ln, Tallman, NY, 10982
Services: Flex Grant Consulting Service

Township of Rochelle Park, NJ

Name: Dean M. Pinto, Esq
Title: Township Administrator
Phone: 201-587-7730
Email: admin@rochelleparknj.gov
Address: 151 West Passaic St, Rochelle Park, NJ, 07662
Services: Flex Grant Consulting Service

City of Cleveland Heights, OH

Name: Eric Zamft
Title: Director of Planning and Development
Phone: 216-291-4878
Email: ezamft@clevelandheights.gov
Address: 40 Severance Cir, Cleveland Heights, OH, 04418
Services: Full Grant Consulting Service

REFERENCES - COUNTY GOVERNMENTS

County Of Camden, NJ

Name: Holly Cass
Title: Deputy County Administrator
Phone: 856-255-5358
Email: hcass@camdencounty.com
Address: 520 Market St, Camden, NJ 08012
Services: Full Grant Consulting Service

County Of Middlesex, NJ

Name: John Carrol
Title: Director of Public and Government Affairs
Phone: 732-745-3000
Email: John.carrol@co.middlesex.nj.us
Address: 75 Bayard St, New Brunswick, NJ 08901
Services: Full Grant Consulting Service

County Of Rockland, NY

Name: John Lyon
Title: Chief of Staff
Phone: 845-638-5122
Email: lyonj@co.rockland.ny.us
Address: 11 New Hempstead Rd, New City, NY, 10956
Services: Full Grant Consulting Service

County of Hudson, NJ

Name: Craig Guy
Title: County Executive
Phone: 201-795-6000
Email: cguy@hcnj.us
Address: 567 Pavonia Ave, Jersey City, NJ, 7306
Services: Full Grant Consulting Service

REFERENCES - PUBLIC SCHOOL DISTRICTS

Roselle Board of Education

Name: Dr. Nathan L. Fisher
Title: Superintendent of Schools
Phone: 908-298-2040
Email: nfischer@roselleschools.org
Address: 710 Locust St, Roselle, NJ, 07203
Services: Full Grant Consulting Service

Sparta Board of Education

Name: Dr. Matthew L. Beck
Title: Superintendent of Schools
Phone: 973-729-2155
Email: matthew.beck@sparta.org
Address: 18 Mohawk Avenue, Sparta, NJ, 07871
Services: Flex Grant Consulting Service

North Plainfield Board of Education

Name: Dr. Michelle Aquino
Title: Superintendent of Schools
Phone: 908-769-6060
Email: michelle_aquino@nplainfield.org
Address: 33 Mountain Ave, North Plainfield, NJ, 07060
Services: Flex Grant Consulting Service

Middletown Board of Education

Name: Amy Doherty, CPA
Title: Business Administrator
Phone: 732-671-3850
Email: dohertya@middletownk12.org
Address: 834 Leonardville Rd, Leonardo, NJ, 07737
Services: Flex Grant Consulting Service

Staff Biographies

EDWARD FARMER | PRESIDENT & CEO

Ed founded Millennium in 2005 with the goal of establishing a Company that provides governments with a comprehensive and aggressive approach to grant writing, research, and administration. As President, Ed is responsible for the oversight on all facets of Millennium's operation, with a focus on ensuring that the firm provides the best customer service in the industry. Prior to forming Millennium, Ed served as Chief of Staff to Congressman Bill Pascrell, Jr. As the highest-ranking member of the team, Ed was responsible for running the daily operations of the Congressman's offices in Washington, D.C. and New Jersey. Congressman Pascrell's assignments on the House Transportation and Infrastructure Committee and the House Committee on Homeland Security have allowed Ed to gain invaluable insight into two issues that are critical to local governments. Throughout his career, Ed has volunteered his time across New Jersey, including serving as the former President of the Passaic County Community College Board of Trustees and current member of its Foundation. Ed is a graduate of Bethany College, where he received a Bachelor's Degree in Political Science.

LISA MARTINEZ | DIRECTOR OF OPERATIONS

Lisa has been a member of the firm since 2006. In her role as Director of Operations, Lisa manages the day-to-day operations of Millennium. Prior to joining Millennium, she served as Field Director and Scheduler for Congressman Bill Pascrell, Jr. for nine years. In this critical position, Lisa was responsible for maintaining the Congressman's New Jersey schedule and managing all community outreach activities for the congressional office. She strategically coordinated field activities with the Congressman's legislative agenda and administered government relations issues with all state and local entities. Her organizational skills have helped Millennium become a leader within the government consulting industry.

PETER BLANOS | DIRECTOR OF BUSINESS DEVELOPMENT

Peter has been a member of the firm since 2011. In his role as Director of Business Development, Peter oversees all aspects of the firm's business development and marketing-related efforts. His responsibilities include but are not limited to overseeing the firm's annual business development strategy, managing the firm's contract/proposal process, curating various marketing campaigns, and coordinating attendance at various conferences. Prior to this, Peter served as Director of Client Services, where he was responsible for overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Peter is a graduate of the University of Scranton, where he received a Bachelor's Degree in Political Science.

CHRISTOPHER SPRAGUE | DIRECTOR OF GRANT ADMINISTRATION AND IT

Chris has been a member of the firm since 2010. In his role as Director of Grant Administration and IT, Chris oversees all grant administration software and services offered to Millennium clients. Chris led the planning, design, and development of GranTrack, Millennium's proprietary web-based application for grant management automation and optimization. He continues to oversee GranTrack operations, including software upgrade and maintenance, as well as grant administration services offered to GranTrack clients. In addition to GranTrack responsibilities, Chris manages internal technology initiatives such as asset management, cybersecurity, and enterprise AI adoption. Previously, Chris worked with large cities and counties to pursue a wide range of federal and state funding awards. Chris is a graduate of Seton Hall University, where he received a Bachelor's Degree in History, English, and Italian as well as a Master's Degree in Diplomacy and International Relations.

DAVID JENKINS | DIRECTOR OF NEW YORK OPERATIONS

Dave has been a member of the firm since 2012. In his role as Director of New York Operations, Dave is responsible for overseeing all facets of the firm's New York operations and clients. His responsibilities include overseeing client management and grant writing operations, leading team members, developing and implementing policies and procedures, ensuring quality control, and identifying and developing new business. Prior to this, Dave served as a Grant Manager working with the firm's local government clients throughout New Jersey and New York to help secure public and private grant funding on their behalf. Prior to joining the firm, Dave served as Chief of Staff to Assemblyman Joseph Cryan during his tenure as Chairman of the New Jersey Democratic State Committee, and Majority Leader of the New Jersey General Assembly. Dave graduated from Elon University, where he received a Bachelor's Degree in Political Science.

CATHERINE KAPURA | SENIOR DIRECTOR OF CLIENT SERVICES

Catherine has been a member of the firm since 2015. In her role as Senior Director of Client Services, Catherine co-leads the service team working with New Jersey clients. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Catherine served as a Senior Grant Manager working with the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Catherine graduated from Fairfield University, where she received a Bachelor of Arts Degree in English. Additionally, Catherine holds a Masters Degree in Environmental Policy and International Development from the University of Maryland.

LAURA WINTROUB | DIRECTOR OF CLIENT SERVICES

Laura has been a member of the firm since 2015. In her role as Director of Client Services, Laura co-leads the service team working with New Jersey clients. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Laura served as a Senior Grant Manager working with the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Laura currently serves on the Strategic Advisory Board of Rising Tide Capital, a nonprofit entrepreneurship training organization located in Jersey City, New Jersey. Laura is a graduate of Haverford College, where she received a Bachelor's Degree in History.

KATIE KOCHER | DIRECTOR OF CLIENT SERVICES

Katie has been a member of the firm since 2019. In her role as Director of Client Services, Katie co-leads the service team working with clients throughout New Jersey and Pennsylvania. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Katie served as Deputy Director of Research and was responsible for overseeing all research conducted by the firm into governmental and non-governmental funding sources. One of Katie's biggest passions is education. Prior to joining Millennium, Katie served as an assistant editor for a not-for-profit publisher and taught English at Seton Hall University. Katie is a graduate of Seton Hall University, where she earned a Bachelor's and a Master's Degree in English.

ASHLEY TAYLOR | DIRECTOR OF CLIENT SERVICES

Ashley has been a member of the firm since 2020. In her role as Director of Client Services, Ashley co-leads the service team working with New Jersey clients. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Ashley served as a Senior Grant Manager working with the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Ashley worked for the U.S. Department of Commerce as well as the State of Delaware. Ashley is a graduate of Delaware State University, where she received a Bachelor's Degree in Criminal Justice and a Minor in Law Studies. Ashley was led to Millennium by her passion for government policy and how it can be used to create a better quality of life for all communities.

JENNIFER KOZLOWSKY | DIRECTOR OF CLIENT SERVICES

Jennifer has been a member of the firm since 2020. In her role as Director of Client Services, Jennifer co-leads the service team working with New Jersey clients. Her responsibilities include overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Jennifer served as Deputy Director of Research and Special Projects and was responsible for overseeing all research conducted by the firm into governmental and non-governmental funding sources. Jennifer is a graduate of the University of Delaware, where she received a Bachelor's Degree in Environmental Studies.

BERNADETTE McPHERSON, ESQ. | DIRECTOR OF OUTREACH

Bernadette has been a member of the firm since 2012. In her role as Director of Outreach, Bernadette is responsible for marketing Millennium Strategies to municipal and county governments. Bernadette brings extensive municipal and county government experience to Millennium, having served as a member of the Bergen County Board of Chosen Freeholders from 2003 to 2011 and as Mayor of Rutherford from 2000 to 2007. Bernadette remains active in politics and currently serves as the Legislative District 36 Chairwoman for the Democratic Committee of Bergen County. Bernadette is a graduate of La Salle University, where she received a Bachelor's Degree in Political Science and English. Additionally, Bernadette holds a Juris Doctorate from Temple University School of Law.

TARYN PRONKO | DIRECTOR OF CLIENT SERVICES

Taryn has been a member of the firm since 2019. In her role as Director of Client Services, Taryn co-leads the service team working with New York clients. Prior to this, Taryn served as a Deputy Director of Client Services working with the firm's local government clients throughout New York, New Jersey, and Pennsylvania to help secure public and private grant funding on their behalf. Prior to joining Millennium, Taryn was a Deputy Clerk Intern within the U.S. Federal Court system, where she assisted in numerous departments, including jury, pro se law offices, and the circuit library. Taryn is a graduate of Penn State University, where she received a Bachelor's Degree in English, receiving the Academic Excellence Award for the Humanities.

KAMARI MOORE | DEPUTY DIRECTOR OF RESEARCH

Kamari has been a member of the firm since 2018. In her role as Deputy Director of Research, Kamari is responsible for providing accurate and timely research into available grant programs as well as overseeing the accuracy of content posted on Millennium's grant research portal. She is also responsible for editing weekly research and overseeing the research team. Prior to joining Millennium, Kamari served as a member of the service fraternity Alpha Phi Omega. Kamari is a graduate of Seton Hall University, where she received Bachelor's Degree in English and Philosophy.

MICHAEL WEISS | SENIOR GRANT MANAGER

Michael has been a member of the firm since 2020. In his role as Senior Grant Manager, Michael is responsible for working with several of the firm's local government clients throughout New Jersey. In addition, he is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining Millennium, Michael worked as a graduate assistant for the West Chester University History Department. Michael is a graduate of West Chester University, where he received a Bachelor's Degree in History with a Minor in Political Science, and a Master's Degree in History. During his time as a graduate student, he was inducted into the National History Honor's Society, Phi Alpha Theta, and earned the Award of Excellence for Excellence in Scholarship and/or Creative Activity from the History Department.

RYAN TALMADGE | SENIOR GRANT MANAGER

Ryan has been a member of the firm since 2020. In his role as Senior Grant Manager, Ryan is responsible for working with several of the firm's local government clients throughout New Jersey. In addition, he is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining Millennium, Ryan was Interim Security Lieutenant in the Department of Public Safety for Rutgers University – Newark. In 2017, Ryan was a candidate for the Newark Public Schools Advisory Board and is an Alumnus of the Leadership Newark 2019 Cohort. Ryan is a graduate of Rutgers University-Newark, where he received a Bachelor's Degree in Political Science.

HANNAH SAKHA | SENIOR GRANT MANAGER

Hannah has been a member of the firm since 2020. In her role as Senior Grant Manager, Hannah is responsible for working with several of the firm's local government clients throughout New Jersey. In addition, she is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining the firm, Hannah was an intern for a science and medical content publishing company, where she was able to copyedit documents and conduct manuscript analyses. Hannah is a graduate of Seton Hall University, where she received a Bachelor's Degree in English with a Minor in Public Relations.

MICHAEL DZIUBA | SENIOR GRANT MANAGER

Michael has been a member of the firm since 2021. In his role as Senior Grant Manager, Michael is responsible for working with several of the firm's local governmental clients throughout New York. In addition, he is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining the firm, Michael worked in the City of Bethlehem's Department of Community and Economic Development, working with community partners and not-for-profit organizations to assess and remediate urban blight. Michael graduated from Muhlenberg College with a Bachelor's Degree in Political Science. While at Muhlenberg, Michael was also initiated into Pi Sigma Alpha, the National Political Science Honor Society. Additionally, Michael holds a Master's Degree in Political Science from Lehigh University.

SOFIA OHRYNOWICZ | SENIOR GRANT MANAGER

Sofia has been a member of the firm since 2023. In her role as Senior Grant Manager, Sofia is responsible for working with several of the firm's local government clients throughout New York to secure public and private grant funding on their behalf. Prior to joining Millennium, Sofia worked as the Content Marketing Manager for Bullion Exchanges, where she served as an in-house journalist, social media manager, and technical content writer. She continued on to become a teaching assistant at Seton Hall University, teaching freshman level writing courses while working on her Master's Degree in English. Sofia is a graduate of Suffolk University, where she received her Bachelor's Degree in English. Additionally, Sofia holds Master's Degree in English from Seton Hall University.

JOHN MILLIGAN | SENIOR GRANT MANAGER

John has been a member of the firm since 2023. In his role as a Senior Grant Manager, John is responsible for working with the firm's local government clients throughout New Jersey to secure public and private grant funding on their behalf. Prior to joining the firm, John served as a program coordinator for the Mandela Washington Fellowship at the Rutgers Civic Leadership Institute. John is a graduate of Rutgers University with a Bachelor's Degree in Political Science, Environmental Policy, and Behavior.

MARIO CARVAJAL IV | SENIOR GRANT MANAGER

Mario has been a member of the firm since 2022. In his role as a Senior Grant Manager, Mario is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Mario worked as a legal assistant for a law firm providing support to the General Counsel. Mario received a Bachelor's Degree in Political Science with a Minor in Public Policy from Ramapo College of New Jersey. During his time as an undergraduate student, he was inducted into the National Political Science Honor Society and served as the Senate Vice President within the Student Government Association.

LOUIS MOTTA | GRANT ADMINISTRATOR

Louis has been a member of the firm since 2021. In his role as Grant Administrator, Louis works to manage and administer both public and private sector grant awards received by the firm's clients. Prior to assuming this role, Louis served as a Grant Manager, where he was responsible for directly servicing several of the firm's municipal and county clients located throughout the State of New Jersey. Prior to joining the firm, Louis served as assistant news editor for a not-for-profit newspaper and tutored students in writing at Seton Hall University. Louis is a graduate of Seton Hall University, where he received a Bachelor's Degree in Creative Writing with a Minor in Literature and Visual Media.

WILL EVANS | GRANT MANAGER

Will has been a member of the firm since 2023. In his role as Grant Manager, Will is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Will worked as a field organizer on Mikie Sherrill's Congressional Campaign during the 2022 election cycle and as a development intern at 3.14 Action. Will is a graduate of Virginia Tech, where he received a Bachelor's Degree in Political Science.

SARAH JENEY | GRANT MANAGER

Sarah has been a member of the firm since 2023. In her role as Grant Manager, Sarah is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Sarah attended Johns Hopkins University, where she graduated with a Bachelor's Degree in Political Science and East Asian Studies with a Minor in Environmental Studies. Sarah was also a four-year member of the Varsity field hockey team while at JHU.

STEPHEN SHAHEEN | GRANT MANAGER

Stephen has been a member of the firm since 2023. In his role as Grant Manager, Stephen is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Stephen worked as a logistics specialist at a transportation company. In addition, he also served as a Congressional Legislative Intern for Representative Mikie Sherill. Stephen is a graduate of Montclair State University, where he earned a Bachelor's Degree in Political Science with a Minor in Public Administration.

JACOB FORD | GRANT MANAGER

Jacob has been a member of the firm since 2023. In his role as Grant Manager, Jacob is responsible for working with several of the firm's local government clients throughout New York to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Jacob is a graduate of Seton Hall University, where he received a Bachelor of Arts Degree in English with a Minor in Sociology. Additionally, Jacob holds a Master's Degree in English from Seton Hall University, where he studied technical writing, rhetoric, and creative fiction.

BRANDON ESPAÑA | GRANT MANAGER

Brandon has been a member of the firm since 2023. In his role as Grant Manager, Brandon is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Brandon worked as an English tutor and instructor/TA for freshman and ESL undergraduate students. In addition, he worked as a data analysis intern at a local non-profit in New Brunswick with the mission of advocating on behalf of the Mexican American community, creating projects for their database, demographic analyses, and community profiles. He also served as a Board Member on the New Brunswick Rent Control Board for 3 years, where he assisted in resolving tenant-landlord disputes and adjusting housing ordinances. Brandon is a graduate of Rutgers University, where he received a Bachelor's Degree in Planning and Public Policy, a Minor in Biological Sciences, and a Master's Degree in Public Policy.

DOUGLAS HENNINGSEN | GRANT MANAGER

Douglas has been a member of the firm since 2024. In his role as Grant Manager, Douglas is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Douglas worked as a library assistant at the Wharton Public Library. Douglas graduated from Seton Hall University with a Bachelor's Degree in English and Literature with Minors in History and Creative Writing. Douglas also received the 2021 South Wind Senior Thesis prize for his undergraduate thesis.

A'JHAN BROWN | GRANT MANAGER

A'Jhan has been a member of the firm since 2023. In her role as Grant Manager, A'Jhan is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. A'Jhan is a graduate of Drew University, where she received a Bachelor's Degree in English.

BROOKE LAMPRON | GRANT MANAGER

Brooke has been a member of the firm since 2024. In her role as Grant Manager, Brooke is responsible for working with several of the firm's local government clients throughout Pennsylvania to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Brooke was a middle school history teacher in Newark, NJ. Brooke is a graduate of Northeastern University, where she earned a Bachelor's Degree in History and Political Science.

NATALIE OSTER | GRANT MANAGER

Natalie has been a member of the firm since 2024. In her role as Grant Manager, Natalie is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Natalie worked as a museum educator at Liberty Hall. Natalie is a graduate of Rowan University, where she received a Bachelor's Degree in History.

DANIEL CURRIER | ASSOCIATE GRANT MANAGER

Daniel has been a member of the firm since 2023. In his role as Associate Grant Manager, Daniel is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Daniel graduated from Bergen Community College with a degree in Communications-Writing. During his time at Bergen Community College, he also served as the Director of Hallmarks for the college's Phi Theta Kappa International Honors Society chapter, where he spearheaded two action research projects that were top ranked within the organization, being recognized as an Internationally and Regionally Distinguished Chapter Member.

KELLEN MILLER | ASSOCIATE GRANT MANAGER

Kellen has been at the firm since 2024. In his role as Associate Grant Manager, Kellen is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Kellen attended Providence College, where he graduated Magna Cum Laude with a Bachelor of Arts in Political Science and a Minor in Spanish. As an undergraduate, he was inducted into the National Political Science Honor Society and International Foreign Language Honor Society.

EL AYALA | ASSOCIATE GRANT MANAGER

El has been a member of the firm since 2024. In her role as Associate Grant Manager, El is responsible for working with several of the firm's local government clients throughout New York to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, El worked as an intern for the 914INC. at Westchester Magazine. El is a graduate of SUNY Purchase College, where she earned a Bachelor's Degree in Creative Writing with a Double Minor in Legal Studies and Literature.

CONNOR MacFARLANE | ASSOCIATE GRANT MANAGER

Connor has been a member of the firm since 2024. In his role as Associate Grant Manager, Connor works alongside several municipal clients across New Jersey to assist with the acquisition of grant funds for a variety of public projects. His day-to-day responsibilities include collaborating with the Directors of Client Services to draft narratives, meeting with clients, organizing applications, and gathering supporting documents for proposals. Connor is a graduate of the University of Massachusetts, where he received a Bachelor's Degree in Psychology and a Minor in Information Technology with a focus in Professional and Technical Writing.

JOHN McANDREW | ASSOCIATE GRANT MANAGER

John has been a member of the firm since 2024. In his role as Associate Grant Manager, John works with several municipal clients throughout New York State to help secure funding for public projects. Some of his daily responsibilities include collaborating with the Directors of Client Services on various projects, along with drafting compelling narratives, and compiling supporting documents associated with grant applications. Prior to joining Millennium, John worked as a fellow at a public affairs firm. John is a graduate from the University of Pittsburgh, where he received a Bachelor's Degree in Political Science.

MADELINE DAVIES | ASSOCIATE GRANT MANAGER

Maddie has been a member of the firm since 2024. In her role as Associate Grant Manager, Maddie is responsible for working with several of the firm's municipal clients in New Jersey to help secure public and private sector grant funding on their behalf. Some of her daily responsibilities include collaborating with the Director of Client Services on different projects, along with drafting narratives and gathering documents associated with grant applications. Prior to joining Millennium, Maddie worked for the New Jersey Department of Environmental Protection as an Agency Services Representative at Stokes State Forest in Branchville, NJ. Maddie is a graduate of The College of New Jersey, where she received a Bachelor's Degree in Political Science with a Minor in Environmental Studies.

HANNAH STAPLETON | ASSOCIATE GRANT MANAGER

Hannah has been a member of the firm since 2025. In her role as Associate Grant Manager, Hannah is responsible for working with several of the firm's municipal flex clients in New Jersey to help secure public and private sector grant funding. Some of her daily responsibilities include collaborating with the Director of Client Services, along with drafting narratives and collecting attachments for grant applications. Prior to joining Millennium, Hannah worked for a personal injury law firm in Stirling, NJ as a legal assistant. Hannah is a graduate of Simmons University, where she received a Bachelor's Degree in Political Science.

JEN PUGLIESE | ASSOCIATE GRANT MANAGER

Jen has been a member of Millennium Strategies since 2025. In her role as Associate Grant Manager, she's responsible for working with several of the firm's municipal clients in New York to help secure funding for public projects. Some of her daily tasks include drafting narratives and gathering supporting documents associated with grant applications. Prior to her role at Millennium Strategies, Jen worked as a professional technical writer for over 10 years for both software and biotechnology. Jen graduated Cum Laude from Marist University with a Bachelor's Degree in English with a concentration in Writing, and a Minor in Public Relations.

TABIE GERMAIN | ASSOCIATE GRANT MANAGER

Tabie has been a member of Millennium Strategies since 2025. In her role as Associate Grant Manager, she's responsible for working with several of the firm's municipal clients throughout New York to help secure funding for public projects. She supports clients by drafting compelling narratives and gathering supporting documents associated with grant applications. Before Millennium, Tabie earned a degree in Communications from Manhattanville College and has contributed to several publications including BET, Revolt TV, OK! Magazine, among others covering major entertainment news and events. Tabie is also the founder of VARY Productions, a creative agency producing original content.

TIMOTHY ORLANDO | ASSOCIATE GRANT MANAGER

Timothy has been a member of the firm since 2025. In his role as Associate Grant Manager, Timothy supports municipal clients across New Jersey by helping them apply for funding from public and private sources. His responsibilities include working with the Directors of Client Services on various projects, writing grant narratives, organizing application materials, collecting supporting documents, and managing other parts of the application process. Prior to joining Millennium, Tim earned his Bachelor of Arts Degree in Political Science from Montclair State University whilst finishing runner-up in the Men's Rugby Division 1 National Final with his club, Old Blue. During his studies, Tim served as peer mentor for various college preparation programs and was a Climate Research Analyst for the Justice Studies Department.

AJ FORD | ASSOCIATE GRANT MANAGER

AJ has been a member of the firm since 2025. In his role as Associate Grant Manager, AJ is responsible for working with several of the firm's New Jersey clients to help secure public and private sector grant funding on their behalf. Some of his daily responsibilities include collaborating with the Directors of Client Services on different projects, drafting narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, AJ served as a Digital Manager & Field Representative for the late Congressman Bill Pascrell, Jr. (NJ-09). He was responsible for managing the Congressman's social media presence, executing the office's outreach initiatives, and serving as a liaison with different federal, state, and local entities. He also has an extensive background interning for Members of Congress as a legislative intern on Capitol Hill and a district intern for then-Congressman Andy Kim (NJ-03), serving as both a district intern for Congresswoman Mikie Sherrill (NJ-11) and a staging location director on her successful 2022 re-election campaign. AJ is a Cum Laude graduate of Montclair State University, where he earned a Bachelor of Arts Degree in Political Science with honors, with a Minor in Communication Studies.

SAMANTHA SERINO | RESEARCH ASSOCIATE

Samantha has been a member of the firm since 2024. In her role as Research Associate, Samantha is responsible for researching available grant opportunities, from federal, state, county, corporate, and philanthropic sources, on behalf of Millennium's clients. Samantha analyzes and summarizes each grant in preparation for presentations and company-wide distribution while also assisting in special projects as well as overseeing the content posted on the firm's online grant portal. Prior to joining the firm, Samantha attended the University of Delaware, where she received her Bachelor's Degree in Political Science and Communications with a Minor in History. As an undergraduate, she was inducted into the National Political Science Honor Society, the National Communications Honor Society, and the National History Honor Society.

TONY ARDIS | ACCOUNTS RECEIVABLE MANAGER

Tony has been a member of the firm since 2017. In his role as Accounts Receivable Manager, Tony is responsible for overseeing invoicing, collections, and bill processing. Prior to joining Millennium, Tony served for nine years as the District Director for Congressman Bill Pascrell Jr. Tony has over 30 years of experience serving in administrative positions for various local, state, and federal government agencies. Tony is a graduate of William Paterson University, where he received a Bachelor's Degree in Political Science.

JESSICA CARVAJAL | HUMAN RESOURCES GENERALIST

Jessica has been a member of the firm since 2021. In her role as Human Resource Generalist, Jessica manages the daily functions of the Human Resources Department, including benefit and leave administration, recruitment, and assisting with enforcing company policies and practices. Jessica has over seven years of experience in the field of Human Resources. Prior to joining Millennium, she was the Assistant Director of Human Resources at a large non-profit organization, where she handled all aspects of human resources, including benefits, payroll, and employee relations. Jessica has strong working knowledge in employment compliance, HRIS, and benefit management. Jessica is a graduate of the College of Saint Elizabeth, where she received a Bachelor's Degree in Business Administration and Management. Additionally, Jessica holds a Master's Degree in Finance from the New Jersey Institute of Technology.

KAREN DOYLE | ADMINISTRATIVE ASSISTANT

Karen has been a member of the firm since 2024. She serves as Administrative Assistant to the President and CEO of the firm and works under the direction of the Director of Operations. Prior to joining Millennium, she was the Clerk for the Morris School District at Normandy Park School, where she handled day-to-day scheduling and other office projects. Karen is a graduate of Clemson University, where she received her Bachelor's Degree in Sports Management.

AMY McLAUGHLIN | IT PROJECT MANAGER

Amy has been a member of the firm since 2024. In her role as IT Project Manager, Amy is responsible for overseeing technical projects to further the growth and development of the firm. Her daily responsibilities include but are not limited to oversight of technological initiatives and application development. Prior to joining Millennium, Amy provided application support and managed other technical projects in the Real Estate Industry. Amy is a graduate of James Madison University, where she received a Bachelor's Degree in Anthropology.

NOAH CHANG | PROPOSAL MANAGER

Noah has been a member of the firm since 2023. In his role as a Proposal Manager, Noah is responsible for handling the preparation and submission of proposals, RFPs, RFQs, responses, and corresponding contracts for clients currently under contract with the firm as well as for prospective customers looking to retain the firm's services. His daily responsibilities include maintaining records, data, templates, and other supporting materials in support of the department. Prior to joining Millennium, Noah worked as an intern for Congressman Pallone's office, contributing to the 2022 electoral campaign victory. Noah is a graduate of Drew University, where he received a Bachelor's Degree in Political Science with a Minor in International Relations. During his time as an undergraduate student, he was inducted in the National Political Science Honor Society, Phi Sigma Alpha, the Dean's List, and interned at the Church Center of the United Nations.

JOHN GAULT | BUSINESS DEVELOPMENT REPRESENTATIVE

John has been a member of the firm since 2022. In his role as Business Development Representative, John works to support the development of new business across Millennium's target markets. Some of his daily responsibilities include outreach to prospective customers, management of existing prospects, working to help develop innovative sales strategies, and attending conferences. Prior to joining the firm, John spent 16 years in finance with Prudential Securities before taking on business development roles at AFLAC and Ryder Inc. John is a graduate of SUNY New Platz, where he received a Bachelor's Degree in Marketing.

SUSAN SCAVONE | DISASTER RECOVERY SPECIALIST

Sue has been a member of the firm since 2005. In her role as Disaster Recovery Specialist, Sue serves as the firm's leader on all disaster recovery projects and funding procurement. She has secured her position as a regional expert in FEMA Public Assistance and Hazard Mitigation Grant Programs, allowing her to help the firm's clients navigate these complex programs. Sue previously served as Millennium's Principal from 2005 through 2022. Prior to joining Millennium, Sue served as President of SMS Consulting Services, Inc. for ten years, where she provided governmental relations, grant procurement, and consulting services to both private and public sector clients. Sue is a graduate of Montclair State University, where she received a Bachelor's Degree in Political Science.

Contract #: 2026-0009

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Attorney A1420

Date Submitted: 01/02/2026

Contact Person: [Tracy Murphy],[Alex Townsend]

Contact Phone: 518-447-5529,518-447-4858

Vendor Info: Gallagher Bassett Services, Inc.

Estimated Amount: 63,192.00

Scope of Services: Claims Management/Third Party
Administration Services

Budget Line Item: CS 1931.4999 (Risk Retention)

Fiscal Impact:

County: 63,192.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTYNY.GOV

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham,
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: December 30, 2025

RE: Award of RFP for TPA
RFP #2025-166(2) (Year One)
Proposed Contractor: Gallagher Bassett
Fee for new claims: \$63,192 (9 months)

Enclosed is a completed request for contract authorization and back up documentation relative to the Department's request to award the above-referenced Request for Proposals for a Third Party Administrator to administer and report Albany County's liability and property claims. The Law Department originally issued a Request for Quotes for this contract several months ago. When the quotes were received, it became apparent that our reporting of claims had significantly increased over the last year and we were well over the \$50,000 threshold. As a result, we notified Purchasing that no awards would be made on the RFQ and we proceeded to draft and issue an RFP.

The RFP was tailored to meet the County's needs for a TPA. As a municipality with a large self-insured retention with A+ rated insurance carriers, facing a significant number of new claims, it is imperative that the TPA that we engage have

experience representing municipalities similarly situated. We have had ongoing discussions with our broker as to the importance of the TPA, and the impact that the relationship between the insurance carrier and the TPA has on our insurance coverage and premiums. Our insurance policies mandate reporting requirements and it is vital that the TPA adhere to those requirements at the onset of a claim as well as while the claim is progressing. Their job is to report certain claims to the excess carriers, set reserves, report information and updates to the carriers and assist in settlement of those claims. If the TPA is doing their job properly, the excess carrier is happy and it is reflected in our relationship with them. In addition, it alleviates the stress and additional work required of the attorneys in the Law Department. Having these factors in mind, when the RFP was issued, we added certain requirements to it, in order to have it tailored to the needs of a self insured municipality and ensure that we are meeting our insurance contractual requirements. We added new language to this RFP seeking qualified TPA's with a minimum of 5 year's experience acting as third party administrator's to municipalities with large self insured retentions. We were seeking experience working with our specific insurance carriers or comparable. We did allow for alternatives. The cost proposal was broken down per claim so as to allow a comparison of cost proposals as well as additional ancillary costs. In addition, the County is considering transferring all claims that are with other TPA's to whomever is awarded this RFP. Therefore, we asked for the cost associated with taking over those claims for the life of the claim. A per claim fee was requested as well as any ancillary costs.

We received six proposals. The majority of the proposals were submitted by agencies that did not meet the experience criteria. They stated that they represented municipalities but did not demonstrate that they had large self-insured retentions or administered the insurance that we specifically listed, ie., liability insurance. Some indicated that they represented municipalities that had large SIR's but did not identify them. They did not provide references for those clients or identify the extent of the SIR's. In some instances, cost proposals were extremely high, incomplete, not on the required template, and/or not pertinent to this RFP.

The Gallagher Bassett proposal at \$63,192 for new claims is complete. As indicated in the proposal, they have acted as our TPA either on new claims or as handling for life of the claim for 33 years. Their contract fee is significantly higher than it was last year on renewal. First, please note, the per claim rate is higher than it was since the last RFP 3 ½ years ago. Second, the allocation of reported claims has changed significantly since last year. The contract at last year's renewal was based upon the County reporting 28 general liability files and 16 auto liability/property damage cases. The new proposal is based upon 43 general liability files and 10 auto liability/property damage. We have seen a significant increase in new general liability claims this year. General liability cases cost more. These numbers fluctuate yearly due to our reporting. This fee is subject to audit at regular intervals as set forth in the proposal. If we report more claims, we will owe more money, if we report less claims, we will get a refund and the allocated numbers will reflect that in the next year. Historically, we have experienced both increases and decreases with this contract. Please note, this is a 9 month proposal as they have been acting month to month while

this RFP has been pending. The contract rate next year will be based upon a 12 month contract period. Finally, they have provided a proposal to accept the 16 open claims should the County opt to transfer any to them. That is a separate proposal for \$21,320 per year which will decrease as open claims close. That is not part of this contract request at this time and the decision to transfer open claims to one carrier is still under consideration. At this time the only request is to award a 9 month contract to Gallagher Bassett for new claims.

In closing, I would note, while Gallagher Bassett was not the lowest bidder, they were the most qualified, comprehensive and complete, and as we have used their services since we moved to self-insured status in the early 1990's, we know what we are getting with them. They understand the importance of timely reporting claims to the excess carriers, the method of and the purpose of setting reserves, how to work with defense counsel, and have working relationships with municipal excess carriers. Excess carriers ask at application time who our TPA is and how long we have worked with them. That relationship and their ability to work with our TPA is part of the consideration when an excess carrier makes an offer of coverage to the County. Its my recommendation that we remain with Gallagher Bassett on renewal.

If you have any questions with respect to this, please advise me.

Thank you for your consideration of this matter.



**Request for Proposal
RFP-2025-166 Claims Management Services**

Gallagher Bassett
2950 Golf Road, Rolling Meadows, IL 60008
Contact: Michael Hamaker
Email: Michael.hamaker@gbtpa.com
Phone: 318-537-8280

Your Claims and Risk
Management Partner



Proudly prepared by

 **GALLAGHER BASSETT**

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**REQUEST FOR PROPOSALS
ALBANY COUNTY DEPARTMENT OF LAW**

**RFP-2025-166
CLAIMS MANAGEMENT SERVICES**

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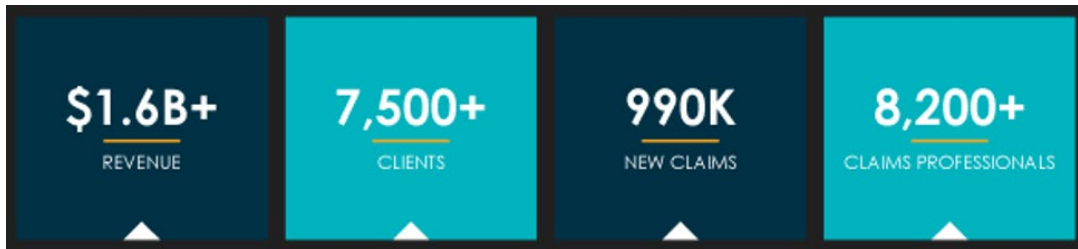
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SECTION II:
Qualifications / Experience

County of Albany

Provide a statement of Proposer qualifications including:

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



Gallagher Bassett Services, Inc. ("Gallagher Bassett" or "GB") has the scale, capability, and expertise to continue to deliver statistical entry claim handling services to the County of Albany, helping you prevent, manage, and overcome the impact of risk. GB currently provides services to the County that include claim setup, setting of initial reserves, ongoing updates, and issuing of payments.

Founded in 1962, GB is one of the world's largest providers of claims and risk management solutions. GB began handling self-insurance claims in 1962, supporting our self-insured clients' needs. Our team currently services clients' SIF reporting needs with dates as far back as 1952, based on each client's self-insured filing requirements. We deliver programs across workers' compensation, auto liability, general liability, specialty liability, and property lines, along with an array of risk management services, including integrated medical management, loss control/appraisal, self-insured qualifying and state filing, and state-of-the-art RMIS services. GB offers a one-stop shop for all your risk management needs.

We design specialized programs tailored to our clients' individual needs, managing claim outcomes effectively. Our clientele includes over 7,500 clients, with a significant presence in the Public Sector industry, including key clients such as the Village of Spring Valley, Town of Riverhead, and City of Newburgh. Approved by more than 90 major primary and excess carriers, we ensure consistency in your risk management program, even with carrier changes. Our solutions are delivered by an expert team of over 8,200 claims professionals, known for high-quality, cost-effective, and innovative risk management services.

Our focus on exceptional service, quality, expertise, and innovation underpins our solutions. GB has designed and implemented award-winning technology that offers a customized claims and risk management ecosystem, elevating and protecting our clients' brands. We are recognized as a leader in our sector, with awards from Forbes, Redhand Advisors, Business Insurance USIA, Captive Review, and Business Insurance US Insurance Awards.



County of Albany

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

As a current GB client, the County benefits from an established program with an experienced claims team. For detailed information on the claims team and their jurisdictions, see the Branch Matrix in the *Referenced Documents* section of our proposal.

We have included the Resume for the County's Senior Resolution Manager that is currently assigned to the program. Senior Resolution Manager, Matthew Gibbs's Resume is in the *Referenced Documents* section for the County to review.

Matthew is currently The County of Albany's sole Resolution Manager and if successful in winning the full handling business, GB will assess the need to add additional Resolution Managers to support the account.

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

Anthony Pollizze | Vice President, Client Services | Gallagher Bassett
2850 Golf Road, Rolling Meadows IL 60008
D: 630-228-6706 M: 847-903-0408
E: anthony_pollizze@gbtpa.com

- 3.4 Detail your firm's experience with adjusting and administering property and casualty claims and losses and providing loss data with a risk management information system.

In addition to being the most familiar with the County program as your current, trusted TPA, we have extensive experience servicing similar Public Sector clients. We guide the Public Entity sector to demonstrably superior outcomes every day, as the premier risk and claims management services provider to: states, cities, municipalities, associations, first responders, and other governmental entities serving the public. We're there at every stage: from intake and evaluation through negotiation to settlement.

The below reflects our Public Sector client-base in 2024:

	Number of Clients	Total New Arisings	Total Claims Handled
AUTO	61	6,878	9,775
GL	76	7,865	13,094
PROP	30	2,425	3,492

In addition, we have included our State of New York experience in 2024:

	Number of Clients	Total New Arisings	Total Claims Handled
AUTO	345	10,476	16,969
GL	576	9,117	19,843
PROP	49	496	727

We have also included our overall book of business experience for Auto, General Liability, and Property lines in 2024:

County of Albany

	Number of Clients	Total New Arisings	Total Claims Handled
AUTO	1,513	252,625	341,993
GL	1,896	142,176	222,051
PROP	206	13,636	19,241

As the County's current TPA of 33 years, we understand the unique requirements the County faces and prioritize seamless communication to consistently meet all expectations and fully serve the County's program. GB's qualifications also include doing business within the State of New York for many years and a copy of our New York Business License is included within the *Referenced Documents*.

Furthermore, we utilize an award-winning RMS that is one of a kind, in which the County currently utilizes, Luminos. We have detailed our Luminos Overview below for further information:

Luminos Overview

To manage a successful claims and risk management program for the County, we leverage the right information for quality decision-making. Our partnership with Origami Risk has enabled us to create a unique hybrid RMS, Luminos, for clients, carriers, and broker partners.

Luminos integrates core Origami software features with our claims expertise and data-science resources, offering a comprehensive suite of data integration options that extend beyond traditional claims management. Key differentiators include:

- Hybrid RMS Solution: Combines Origami Risk features with proprietary data benchmarks, scorecards, and AI-driven predictive analytics for superior claims outcomes.
- Industry Recognition: Named the most comprehensive product in the bundled TPA space for seven consecutive years, with top marks for implementation, support, client adoption, customer experience, and system satisfaction.
- Interactive Dashboards: Features SMART Benchmarking, Carrier Underwriting Dashboards, and customized views into risk program expenditures and KPIs.
- Goal-Oriented Navigation: Identifies Total Cost of Risk (TCOR) reduction opportunities.
- E-Learning Integration: Includes online safety and loss control video libraries, course assessments, and knowledge bases.
- Luminos RMS: Covers claims and incidents, safety and loss control, location and property, policy administration, enterprise risk management, and data integration.
- Industry Sector Extensions: Tailored packages for construction, hospitality, and healthcare sectors.

Outcomes

Our investment in Luminos has led to significant capabilities and industry recognition:

- Leading TPA Solution: Recognized as the leading solution in the TPA market for eight years.
- Innovation Awards: Received Business Insurance's 2020 Insurtech Innovation of the Year and several Innovation Awards.
- Industry Leadership: Acknowledged by CIO Insurance Outlook as an innovation leader in claims management.

County of Albany

2024 REDHAND RMIS REPORT SYSTEM CAPABILITIES										
	BROADSPIRE	CORVEL	CIS	ESIS	GALLAGHER BASSETT	THE HARTFORD	HELMSMAN	LIBERTY MUTUAL	TRAVELERS	
CERTIFICATE OF INSURANCE MANAGEMENT					★		●	●		
CLAIMS MANAGEMENT	★	★	★	★	★	★	★	★	★	★
DATA ANALYTICS/PREDICTIVE MODELING	★	★	★	★	★		★	★	★	★
ENVIRONMENTAL, HEALTH & SAFETY	●	●	●		★	●	●	●	●	●
EXPOSURE/ASSET MANAGEMENT	★		★		★		★	★	★	★
GOVERNANCE, RISK & COMPLIANCE		●	●		★					●
LITIGATION MANAGEMENT	★	★	★	●	★	●	★	★	★	★
LOCATION/PROPERTY MANAGEMENT	★	★	★	●	★	●	★	★	★	★
OSHA COMPLIANCE	★	★	★	★	★		★	★	★	★
POLICY/PROGRAM MANAGEMENT	●		●		★		★	●	●	●
TCOR/ALLOCATIONS	★	★	★		★		★	●	★	★

LEGEND: ★ COMPREHENSIVE ● PARTIAL ● NOT INDEPENDENTLY VERIFIED ● REVIEWED BY REDHAND ADVISORS

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

Village of Spring Valley

200 N. Main St.
Spring Valley, NY 10977
Greg Smith
845-352-1100
gsmith@villagespringvalley.org

Town of Riverhead

4 West 2nd Street
Riverhead, NY 11901
Dionne Marshak
631-727-3200
marshak@townofriverheadny.gov

City of Newburgh

83 Broadway 4th Floor
Newburgh, NY 12550
Michelle Kelson
845-569-7337
mkelson@cityofnewburgh-ny.gov

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

The primary objectives of our liability program are brand protection and achieving optimal results. We want to highlight some of the most recent tools and investments that GB has made that will continue to

County of Albany

enhance the County's program even further, year after year. GB's Public Sector Office provides the County access to the highest level of response and service with significant scalability. Our Public Sector team of dedicated County claims handlers leverage the latest claims-handling solutions to better manage severity, control loss adjustment expenses, and reduce cycle times. Furthermore, GB's core expertise lies in efficiently managing large, self-insured programs—a capability that forms the very foundation of our success.

We combine innovative technologies, AI, and decades of claims expertise to provide clients with the most effective blend of the art and science of claims management. GB is constantly challenging the status quo to identify a better model to empower our claims professionals in managing the entirety of the claims lifecycle while also investing in industry-leading data analytics and reporting capabilities to put insights directly into the hands of our clients.

Below we have detailed those resources, skills, utilization plans and operational problem-solving techniques that embody these technologies and tools into one GB Team that meets the needs of the County of Albany:

- **Intake Solution - Expedited Loss Application Intake** - an innovative intake solution designed to streamline the process of submitting claims by allowing claimants to report a loss in real-time. The application, which can be accessed in various ways, including via QR code, offers a range of features, both standard and enhanced, to cater to the specific needs of clients across various lines of business. Please see the Expedited Loss Application brochure within the *Referenced Documents* for further information.
- **Auto Concierge Early Engagement Platform** - immediate claimant engagement that significantly reduces cycle times (e.g., liability validation, early severity assessment), improves outcomes (e.g., enhanced DRP participation) and claimant experience (e.g., rapid and engaged claimant response, expedited claim resolution). Results of utilizing the platform has enabled GB to close simple APD liability claims as quickly **as 24 hours post GB intake**.

SIGNIFICANT BENEFITS OF AUTO CONCIERGE PLATFORM

Claimant Experience - High Response Rates

- **85% response** within 2 business day
- 54% response **within 30mins**
- Of those responding in 2 business days, **55% took photos**

Enhanced Outcomes

- Of claimants contacted, **64% appraisals** completed in within 72hrs of GB intake
- 30% appraisals within **24hrs of GB intake**
- Of eligible vehicles*, **50% agreed to use DRP** (lower rental, faster repair – see MOI section)

*Eligible DRP vehicles – repairable, vehicle within 25 miles of network shop

- **Claim Prioritization Dashboard** - enables our team to manage inventory by claim count, severity and complexity ensuring we get the right claims in the right hands to deliver superior service.

County of Albany

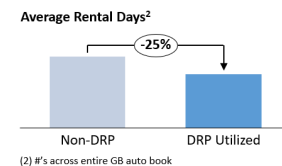
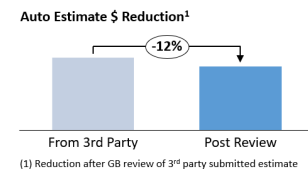


- **Appropriate Method of Inspection / Appraisals** - Our Method of Inspection (MOI) stands out as the premier choice for estimate evaluation and auto repair, thanks to its tailored and flexible approach. By offering a range of MOI options—photo estimates, desk estimates/audits, field estimates—GB ensures that each claim is handled with precision and efficiency, taking into account specific factors such as vehicle age, make, model, geography, type of damage, and liability situation. This customization enhances claim outcomes by optimizing costs and reducing cycle times. Leveraging industry-standard technologies and databases like CCC and Mitchell, our technical staff meticulously reviews estimate to ensure they meet both GB and client repair standards. This rigorous process guarantees accuracy and consistency, making GB's MOI the best choice for delivering superior claim results for the County.

METHOD OF INSPECTION (MOI) DRIVING SIGNIFICANT VALUE

Method of Inspection	When Used	Why Used / Value
Photo	High pay-out probability (FT PD) or obvious total loss	Speed and lower cost MOI
Direct Repair Network – DRP	- Severe damage (e.g., structural / frame, aluminum) - Utilize network for repair even if appraisal from another MOI	- Estimate quality – thoroughness, relationship, equipment, etc - Repair – e.g., lower costs, speed, warranty, free storage - Largest independent collision repair network
Field Appraisal	- Severe damage when claimant not utilizing DRP - Specialty vehicles – (EV, heavy transportation) - Difficult for vehicle owner to take photo (e.g., salvage yard, move) and not utilizing DRP - State requirement (e.g., NY)	- Precision for more complex, higher cost estimates - Appraisal flexibility – any location, damage, vehicle type - Fraud mitigation – staged photo (e.g., wheel directions, old/new damage)
Desk Review	3rd party appraisal validation – claimant / repair shop	- Lowest cost MOI, speed - Reduce estimates with original estimator by 10%+

Example MOI Outcome Benefit



- **Auto Repair Network** - One of the key components of GB's world class MOI program is the Auto Repair Network. We offer this through our partner, Innovation Group, the largest independent Auto Repair Network company, to offer our clients access to over 2,600 qualified partner shops. This

County of Albany

partnership serves as an additional resource to actively reduce the cost of auto liability claims. Innovation Group serves as our global auto repair platform, ensuring a seamless experience and scalability for our national clients. We actively monitor this network using Key Performance Indicators (KPIs) such as customer experience, service quality, repair time, and cost. This allows us to maintain a dynamic Auto Repair Network.

Highlights of this network include:

Lower Costs – Expenses and Indemnity	Lower Indemnity / Repair Costs • Lower initial shop estimates, less supplementals while ensuring quality repairs – GB/IG best practice repair guidelines, lower rates, all estimates reviewed Lower Expense Costs • Lower rental / business interruption • Free storage with most network shops • Lower appraisal fees (repair and total loss)
Enhanced Service Levels	• Reduced cycle times – active repair management, shop agreements, and enhanced service coordination (i.e., towing, storage, rental) • Shop recommendations based on distance (by zip code), capabilities / service offerings and network ratings • Active monitoring and communications during repair • Customer satisfaction review after every repair (coming soon)
Improved Auto Repair Quality	• Technical staff review of accident and estimates (e.g., appropriate parts, agreed upon rates, repair hours / time) • Fully vetted shop network, monitored throughout the year and during repair to ensure quality • Repair warranty for as long as client / claimant owns vehicle¹

- **Waypoint Reserve & Settlement Guidance Tools** – predictive tools to provide decision support to aid in reserve accuracy, litigation propensity and settlement evaluations.

The Waypoint Tool also uses filters to search through thousands of claims with similar profile by reviewing historical claims. It shares the right data to help make settlement and reserve decisions while predicting expected costs and likelihood for suit. Additional features include:

- Reduces budget creep.
- Helps avoid client surprises.
- Aids claim selection for file reviews.
- Warns of litigation probability.
- Encourages settlement or defense talks.
- Compares reserve to predicted value.
- Identifies prediction confidence level.
- Provides three tiers of total incurred and defense costs of predictions.
- Provides data to support total claim costs (reserves and full case value).
- Supports resolution manager expertise:
- Supports, not replaces, GB reserve process.
- Gives the “why” behind the reserve.
- Combines data and the resolution manager expertise.
- Adds value, without extra work for the resolution manager.
- Navigates with ease and not difficult to use.
- Updates data weekly.
- Replaces jury verdict evaluations.
- Reduces cost for attorney research.
- Helps manage defense budget.

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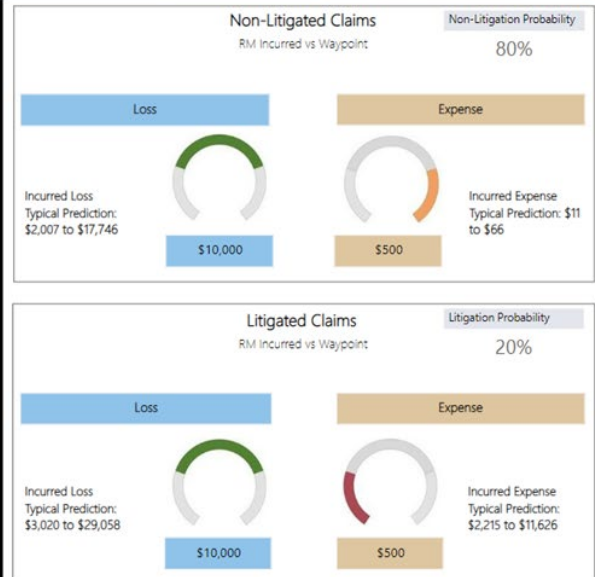
Waypoint Auto Liability Financial Guidance

Additional Information

GALLAGHER BASSETT

Claim Number	
015556-000107-AB-01	
Legal Details	
Days to Statute of Limitations	691
Statute of Limitations Date	3/15/2025
Attorney Involved	No
In Suit	No
Claim Basics	
Client Name	015556-PEDEX CORPORATION
Accident Date	3/2/2023
Claim Setup Date	3/16/2023
Benefit State	FL
Body Part Code - Desc	0012 - Back, upper (thoracic)
BI Nature of Loss	9072 - Strain
Accident Source Code - Desc	8002 - Struck vehicle in rear
Accident Type Code - Desc	2518 - Vehicle - Van
SIC Code - Desc	4212 - Motor Frgt.Trns.&Whngng-Loc. truck, without storage
Medicare Eligible	No

Reserve Type	Bodily Injury	Medical	Expense	Total
Gross Paid to Date	\$0	\$0	\$0	\$0
Remaining Reserve	\$10,000	\$0	\$500	\$10,500
Gross Total Experience	\$10,000	\$0	\$500	\$10,500



- **Quality Assurance** – GB's comprehensive approach to claim quality ensures that our front-line resolution managers give every claim the time and attention to detail it deserves, from timely set up of the claim, to custom plan of action, to follow through, and resolution. Real-time quality dashboards provide transparency into outcomes and help drive quality throughout the operation. Our Liability Claims Quality Program emphasizes timeliness and technical quality by fostering independent thought and analysis, guided by clear supervisor direction. We ensure effective execution and continuous improvement through proactive reserving, active plans of action, and self-auditing practices.
- **RMIS Solutions** - Our Luminos platform provides real-time insights into program performance. Gallagher Bassett's industry leading RMIS solution provides unparalleled transparency into clients' insurance programs. Independent reviewers have consistently rated Luminos as the top RMIS provider among TPAs given its breadth and depth of features, its easy-to-use interface, and the analytical tools it includes.
 - ✓ **Luminos Interactive:** Gallagher Bassett's ever-expanding suite of real-time interactive dashboards designed to provide actionable insights on a variety of key claims decision points, including claim cost, closure, reserving, and more.
- **KPI Interactive Dashboards** - Allow you to quickly analyze your data that is most important for managing risk programs. Luminos gives users the flexibility to create dashboards with a variety of column and panel views that includes access to 85 prebuilt widgets.
- **Claim Strategy Dashboard** -uses analytics and decision support tools to better focus time, effort, and claim strategy (i.e. claim results, resolution manager satisfaction, and utilization).
- **SMART Benchmarking Dashboard** -identifies opportunity relative to SMART benchmarks on dozens of core metrics like cost, closure, duration, litigation rates, etc., all in triangles, so that historical trends to client's own results and relative to benchmark may be observed. Financial impact of any gap between actual and SMART outcomes is quantified in real-time for each metric and cut of data to help users know where to focus and how much each opportunity is worth.

County of Albany

- **AI Technology** - GB has rolled out a suite of new tools to simplify and improve everyday claim routines.
 - ❖ Claim Summarizer – Review claim notes and claim details to provide a comprehensive summary report.
 - ❖ Document Insights – Review claim documents and provide key insights. Also allows for users to ask further questions about the document.
 - ❖ Email Sentry – Identify time sensitivity with email correspondence.
 - ❖ AI for Telephony – Sentiment analysis providing deep insights into telephonic interactions with claimants.
 - ❖ GB Navigator - is an AI-enabled claims platform that streamlines workflows and enhances efficiency. By consolidating claim activities into a single interface, it provides a "single pane of glass" for handlers to review critical claim elements at a glance. The platform dynamically prioritizes tasks based on urgency, integrates Generative AI tools like Email Sentry and Claim Summarizer, and helps handlers focus on what matters most. GB Navigator empowers claim handlers to plan their day efficiently and deliver superior outcomes with ease.



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

We have included the completed Vendor Responsibility Questionnaire (Attachment C) along with our proposal response.

County of Albany

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

As the County's current TPA, we are proven to have been able to perform the required work within the Scope of Services for many years. GB will absolutely collaborate with the County and their representatives to conduct quality audits as part of our standard services, if needed.

Team Resumes

- Michael Hamaker, Client Services Manager
- Matthew Gibbs, Senior Resolution Manager

Michael Hamaker

Current Position: Client Services Manager

Years in Industry: 17 Years | **Years in Service with GB:** 1 Year

Professional Biography

Michael Hamaker is a dedicated Client Services Manager at Gallagher Bassett, bringing 17 years of comprehensive industry experience. In his current role, Michael leverages his expertise in risk management and client relations to analyze data and identify trends within client programs. His commitment to understanding clients' products, services, and system capabilities allows him to recommend program enhancements that improve risk management strategies and achieve positive outcomes. Michael's ability to support and drive program improvements makes him a valuable asset to Gallagher Bassett.

Career Journey

Since joining Gallagher Bassett in 2024 as a Client Services Manager, Michael has been instrumental in enhancing client risk management strategies through data analysis and program recommendations. His focus on understanding client needs and system capabilities has significantly contributed to successful client outcomes.

Before his tenure at Gallagher Bassett, Michael honed his skills at AMERISAFE, Inc. from 2022 to 2024, where he served as a Field Case Manager. In this role, he managed high-risk complex losses, conducted field investigations, and handled litigation, ensuring compliance with the Workers' Compensation Act. His experience in benefit verification and regulatory compliance enriched his expertise in claims management and client advocacy.

Michael's foundational years from 2008 to 2016 at AIG saw him excel in roles from Claims Adjuster to Regulatory Compliance Analyst. He contributed to profitability and compliance by analyzing trends and managing jurisdictions, reducing operational risks, and driving profitability. His broad experience across various lines of business, including workers' compensation and casualty, has equipped him to effectively lead projects and respond adeptly to client needs. Expanding on his foundational skills, he also joined HealthSystems from 2016 to 2017 as an Advocacy and Compliance Analyst advocating as an effective liaison to product owners.

Qualifications

Michael holds a Bachelor of Business Administration from the University of South Florida, providing a strong foundation for his work in understanding client needs, managing diverse teams, and leading complex risk management projects effectively. His jurisdictional licenses in Florida and Georgia further enhance his ability to navigate regulatory environments and deliver exceptional client service.

Matthew Gibbs

Current Position: Senior Resolution Manager

Years in Industry: 32 Years | **Years in Service with GB:** 15 Years

Professional Biography

Matthew Gibbs is a distinguished professional with over three decades of experience in the insurance industry, currently serving as a Senior Resolution Manager at Gallagher Bassett. With a focus on delivering exceptional claims management services, Matthew's extensive background provides him with the ability to handle the most complex claims with the highest exposures. Known for his meticulous attention to detail, expertise in establishing the appropriate reserves, and commitment to achieving optimal settlements, Matthew is dedicated to ensuring superior outcomes for clients. His strengths in risk assessment, negotiation, and client service consistently drive successful results, making him a valuable asset to any team.

Career Journey

Matthew joined Gallagher Bassett in 2010 as a Senior Resolution Manager, where he has since excelled in the investigation, evaluation, and settlement of intricate claims. His role demands an in-depth understanding of liability and damages to determine appropriate coverage and course of action. Matthew's responsibilities include maintaining the highest performance standards, applying Best Practices, and meeting client service requirements with precision and efficiency.

Before joining Gallagher Bassett, Matthew served as a Claim Representative at Utica Insurance from 1999 to 2010. During this time, he managed a wide array of claims, including general liability, construction, product liability, and more. His duties encompassed the entire claims process, from inception to settlement, involving negotiation and litigation management. Notable achievements include training new hires, enhancing software implementation processes, and maintaining key performance metrics essential to claim resolution.

Matthew's career began at Geico Insurance Company in 1993 as a Claim Service Representative, where he honed his investigation skills and customer service abilities. This role involved handling negligence decisions, obtaining statements, and processing vehicle damage payments. Through various positions at Liberty Mutual and Sterling and Sterling, Matthew expanded his expertise in commercial auto, property, and liability claims, gaining extensive industry and jurisdictional experience across numerous states.

Qualifications

Matthew holds a Bachelor's degree, contributing to his foundational understanding of the multifaceted insurance industry. His academic achievements, combined with over 32 years of industry experience, enable him to adeptly navigate the complexities of claims management while providing insightful solutions to clients.

SECTION III: References

County of Albany

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

GB is pleased to present the below references to the County:

Village of Spring Valley

200 N. Main St.
Spring Valley, NY 10977
Greg Smith
845-352-1100
gsmith@villagespringvalley.org

Town of Riverhead

4 West 2nd Street
Riverhead, NY 11901
Dionne Marshak
631-727-3200
marshak@townofriverheadny.gov

City of Newburgh

83 Broadway 4th Floor
Newburgh, NY 12550
Michelle Kelson
845-569-7337
mkelson@cityofnewburgh-ny.gov

SECTION IV:
Plan Implementation

County of Albany

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

We extend our heartfelt gratitude to the County for the thoughtfulness and care reflected in the Scope of Services and Supplementary Conditions. GB has carefully reviewed the County's Scope of Services and Supplementary Conditions and is fully committed to meeting the requirements outlined in your well-established program. As a valued GB client, we are pleased to confirm that the County's program requires no additional implementation plan or timeline. However, in the spirit of continuous improvement and partnership, we strongly recommend conducting a "program refresh" following renewal. This proactive approach involves a thorough review to ensure the program remains perfectly aligned with the County's evolving goals, philosophies, and requirements. By doing so, we can ensure that we continue to meet and exceed the needs of the County of Albany, supporting your vision for excellence and progress.

SECTION V:
Cost Proposal

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Claims Management Services

RFP Number: 2025-166

PROPOSED CONTRACT COSTS

1.

Fee per claim (Life of claim)	One year Contract Period
Auto Bodily Injury	\$1,115.00
Auto Property Damage	\$495.00
Auto Physical Damage	\$395.00
General Liability Bodily Injury	\$1,115.00
General Liability Property Damage	\$495.00
Personal Injury Liability	\$1,115.00
Public Officials Liability	\$2,495.00
Property Loss	\$975.00
Fee per claim for transferred files from other TPA's	\$395.00 per claim per year open

2. Alternate costs including a total contract cost

3. List and describe any/all other fees or charges. Include the cost basis if not a flat charge.

Liability Incidents: \$58.00

Property Incidents: \$58.00

Administration and data management: \$5,500.00 annually (\$4,125.00 for prorated 9-month service period)

RMIS standard license for two users: \$2,500.00 (\$1,875.00 for prorated 9-month service period)

Please note that, due to the 3-month extension with Gallagher Bassett, the projected claim volumes account for only a 9-month period (February 1, 2026, to November 1, 2026). In subsequent years, the projections will cover a full 12-month period, aligning with the standard annual claim cycle.

4. State any minimum contract cost.

No minimum cost

5. State any maximum contract cost.

No maximum cost

6. If fees and costs proposed differ from above, describe in detail and explain how proposed

costs are determined in an attachment. Please see attached Cost & Terms under “Other Services.”

7. Describe all other costs or fees not included above and state whether such fees are flat or variable and on what basis. Please see attached Cost & terms under “Other Services”
8. All costs are to be based on the life of handling and shall include any claims or losses after termination of agreement. If costs for claims submitted after termination of the agreement will differ, submit those costs below. There will be additional charges, assessed on an annual basis, for the ongoing Data Management, RMIS users, Administration, Banking Fees and monthly reports for as long as Gallagher Bassett handles claims.

COMPANY: Gallagher Bassett Services, Inc.

ADDRESS: 2850 Golf Road

CITY, STATE, ZIP: Rolling Meadows, IL 60008

TEL. NO.: 630-773-3800 / 318-537-8280

FAX NO.: N/A

FEDERAL TAX ID NO.: 36-3365500

REPRESENTATIVE: Michael Hamaker

E-MAIL: Michael_hamaker@gbtpa.com

SIGNATURE AND TITLE Michael Hamaker Client Service Manager

DATE 12/5/2025

Fee Per Claim – Handle to Conclusion



FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	0	\$1,115	\$0
Auto Liability/Property Damage	10	\$495	\$4,950
Auto/Physical Damage	0	\$395	\$0
General Liability/Bodily Injury	43	\$1,115	\$47,945
General Liability/Property Damage	2	\$495	\$990
General Liability/Personal Injury	0	\$1,115	\$0
Professional Liability	1	\$2,495	\$2,495
Incidents - Liability	14	\$58	\$812
Total Liability Fee Per Claim	70		\$57,192
Property			
Property	0	\$975	\$0
Incidents - Property	0	\$58	\$0
Total Property Fee Per Claim	0		\$0

ADMINISTRATIVE SERVICES			Fee
Administrative Services			
Administration / Data Management			\$4,125
RMIS Standard License (2 RMIS Users)			\$1,875
Total Administrative Services			\$6,000

TOTAL USD			\$63,192
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The claim projections and administration have been prorated for the initial period. The full 12- month period will be included in year two (11/01/26 - 11/01/27).

At the conclusion of the initial one-year contract term, the agreement may be renewed for up to four (4) additional one (1) year periods upon mutual agreement between the County and Gallagher Bassett.

The per claim rate increases for each renewal period will be as follows:

- Year Two: 4.25%
- Year Three: 4.0%
- Year Four: 3.75%
- Year Five: 3.5%

ANNUAL ASSUMED CLAIMS HANDLING FEES

SERVICE	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
General Liability/Bodily Injury	16	\$395	\$6,320
Total	16		\$6,320

Data Conversion / Integration Fees	#of Sources	Rate	Total
Assumed Claim Data Transfer (Data conversion where GB assumes the claim handling and loads historic data)			
One Time Conversions			
• Claims - Assumed	1	\$8,500	\$8,500
• Financial Detail - Assumed	1	\$3,250	\$3,250
• Notes - Assumed	1	\$3,250	\$3,250
• Digital Images - Assumed	1		Included
Total Assumed Claim Data Transfer			\$15,000

TOTAL FEES FOR ASSUMED CLAIMS:			\$21,320
---------------------------------------	--	--	-----------------

The above assumed claim rates will be billed per claim, per year open.

Carrier Data Transfer Cost - Client's insurance company may assess a fee to unbundle Claims or to transfer Claims from a prior claims administrator to GB. If this fee is assessed by Client's insurance carrier directly against GB, Client shall reimburse GB for the full amount of any such fee, which shall be assessed on a direct pass-through basis without markup.

Assumed fees will be trued up once actual assumed claim count has been determined, with annual audits thereafter.

There may be a fee associated with GB's assumption and storage of closed physical files.

This proposal represents standard claims handling.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$150 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs. If electronic OSHA reporting is required, an additional fee will be charged. Oversight and accuracy of all OSHA data is the responsibility of the employer prior to posting or submitting to OSHA.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Liability Nurse Review (LNR)	
Liability Nurse Review - Review of medical records with third party settlement demands to aid in evaluating exposure, potential defenses, and optimal negotiation. Medical Bill Analysis - Comparison of medical bills and medical specials against usual and customary reimbursement rates. Clinical Review - Comprehensive review of medical records to evaluate causation, appropriateness of medical care, impact of pre-existing conditions, and extent of disability.	Prevailing rate per each service
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	

OTHER SERVICES

Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Assumed Claims: Annual Handling:

Assumed pricing is based on annual claim handling. Claims will be handled for the 12 month contract period. Open claims at the end of the 12 month contract period will be considered in the following year fees.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS[®]), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 2 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Assumed Claim Data Transfer
 - Claims - Assumed
 - Financial Detail - Assumed
 - Notes - Assumed
 - Digital Images - Assumed

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.



COUNTY OF ALBANY, NEW YORK

02/01/2026 - 11/01/2026

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:

Gallagher Bassett Services, Inc.

2850 Golf Road

Rolling Meadows, Illinois 60008-4050

Attn: Legal Department

Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY:

COUNTY OF ALBANY, NEW YORK

By: _____

Print Name: _____

Title: _____

Date: _____

SECTION VI:
Mandatory Documentation

Attachment "A"
Non-Collusive Bidding Certificate

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

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

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

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

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

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

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

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



Signature

President & CEO Gallagher Bassett
Title

Gallagher Bassett Services, Inc.
Company Name

12/4/2025
Date

Attachment "B"
Acknowledgment by Proposer

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 ILLINOIS)
COUNTY OF COOK) SS.:

On this 4th day of December, 2025, before me personally appeared Scott R. Hudson to me known, who, being by me sworn, did say that he resides at (give address) Chicago, IL; that he is the (give title) President and CEO of the (name of corporation) Gallagher Bassett, 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.



Jessica K. Sisson
Notary Public, State of ILLINOIS

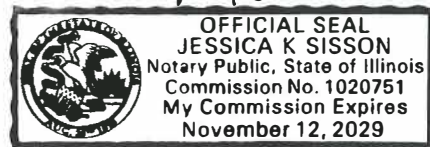
Qualified in COOK County

Commission Expires 11/12/2029

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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



Notary Public, State of _____

Qualified in _____

Commission Expires _____

Attachment "C"
Vendor Responsibility Questionnaire

ATTACHMENT “C” ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Gallagher Bassett Services, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 36-3365500 b) DUNS # 14-752-5224	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.gallagherbassett.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2850 Golf Road Rolling Meadows, IL 60008		7. TELEPHONE NUMBER Main: 630-773-3800	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Anthony Pollizze Title Vice President, Client Services Telephone Number Direct: 630-228-6706 Mobile: 847-903-0408 Fax Number N/A e-mail anthony_pollizze@gbtpa.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. Gallagher Bassett has attached a Certificate of Incumbency dated June 23, 2025 listing designated and appointed Officers immediately following this form.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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

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

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

FEIN

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business
Gallagher Bassett Services, Inc.
Address
2850 Golf Road
City, State, Zip
Rolling Meadows, IL 60008

Signature of Owner David R. Huchner

Printed Name of Signatory Scott R. Hudson

Title President and CEO Gallagher Bassett

Sworn before me this 4th day of December, 2025;

Notary Public



Jessica K. Sisson

Printed Name

Printed Name
Jessica H. Lissor

Signature _____

12/4/25

Date _____

CERTIFICATE OF INCUMBENCY
GALLAGHER BASSETT SERVICES, INC
June 23, 2025

I, Donna Jenner, do hereby certify that:

1. I am the duly elected and acting Secretary of Gallagher Bassett Services, Inc. (the "Company") a corporation duly organized and existing and in good standing under the laws of the State of Delaware, and as such have custody of the records of the Company;
2. The following persons were designated and appointed to the offices indicated below by the Board of Directors on May 1, 2025, and that said persons continue to hold such offices at this time;

Management Name	Title
Hudson, Scott R	President
McCall, Patricia	Vice President and Chief Financial Officer
Staruck, Elizabeth	Executive Vice President
Pass, Russell J	Vice President and Chief Information Officer
Cary, Richard C.	Vice President
Valenzuela, Steve	Vice President
Hinton, Patricia E	Vice President – Global Cash Management
McClary, Amy G	Vice President – Global Tax
Lannoye, Klaudia	Assistant Vice President-Tax
Cary, Richard C.	Controller
Hinton, Patricia E	Treasurer
Elliott, Sara Walsh	Assistant Treasurer
Tek, Deborah	Assistant Treasurer
Wong, Patricia	Assistant Treasurer
Jenner, Donna	Secretary
Camarillo, Ray	Assistant Secretary
Diehl, Seth	Assistant Secretary
Goldsmith, David	Assistant Secretary
Osinski, Mary Lisa	Assistant Secretary
Raab, Stephen Andrew	Assistant Secretary
Montalbano Goodrich, Gina	Assistant Secretary

3. The following persons were appointed as Directors of the Company by the sole Shareholder of the Company on May 1, 2025 and continue to hold such position at this time;

Scott R. Hudson
Patricia McCall

4. The sole Shareholder of the Company is Arthur J. Gallagher & Co., a Delaware Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20th day of June, 2025.



Donna Jenner

Donna Jenner
Secretary

Attachment "D"
Iranian Energy Divestment Certification

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

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


Signature

President and CEO Gallagher Bassett
Title

Gallagher Bassett Services, Inc.
Company Name

12/4/2025
Date

A photograph of a modern building interior, likely a library or office, featuring large glass windows and escalators. The image is slightly blurred, suggesting movement. A dark blue semi-transparent rectangle is overlaid on the lower left portion of the image, containing the text.

Gallagher Bassett Referenced Documents



HANDLING BRANCHES FOR



CLIENT NUMBER: 011082

CLIENT SERVICES MANAGER

MICHAEL HAMAKER
5405 CYPRESS CENTER DRIVE SUITE 205
TAMPA, FL 33607
PHONE: 318-537-8280
EMAIL: michael_hamaker@gbtpa.com

GENERAL LIABILITY

CLAIMS TEAM

ALL STATES

Supervisor: Henry Hayama
Phone: 630-242-3166
Email: Henry_Hayama@gbtpa.com

Senior Resolution Manager: Matthew Gibbs
Phone: 973-630-0590
Email: matthew_gibbs@gbtpa.com

SERVICING BRANCH

Gallagher Bassett Services – 291 Public Sector Practice

P.O. Box 2934
Clinton, IA 52733-2934
Phone: 630-285-3757
Fax: 630-285-5954
Toll Free: 800/302-2616

Branch Manager: Karleigh Bava
E-Mail: karleigh_bava@gbtpa.com

(UPS, Federal Express, etc)
GB Annex Building
2900 Golf Road, 2nd Floor
Rolling Meadows, IL 60008

Matthew Gibbs

Current Position: Senior Resolution Manager

Years in Industry: 32 Years | **Years in Service with GB:** 15 Years

Professional Biography

Matthew Gibbs is a distinguished professional with over three decades of experience in the insurance industry, currently serving as a Senior Resolution Manager at Gallagher Bassett. With a focus on delivering exceptional claims management services, Matthew's extensive background provides him with the ability to handle the most complex claims with the highest exposures. Known for his meticulous attention to detail, expertise in establishing the appropriate reserves, and commitment to achieving optimal settlements, Matthew is dedicated to ensuring superior outcomes for clients. His strengths in risk assessment, negotiation, and client service consistently drive successful results, making him a valuable asset to any team.

Career Journey

Matthew joined Gallagher Bassett in 2010 as a Senior Resolution Manager, where he has since excelled in the investigation, evaluation, and settlement of intricate claims. His role demands an in-depth understanding of liability and damages to determine appropriate coverage and course of action. Matthew's responsibilities include maintaining the highest performance standards, applying Best Practices, and meeting client service requirements with precision and efficiency.

Before joining Gallagher Bassett, Matthew served as a Claim Representative at Utica Insurance from 1999 to 2010. During this time, he managed a wide array of claims, including general liability, construction, product liability, and more. His duties encompassed the entire claims process, from inception to settlement, involving negotiation and litigation management. Notable achievements include training new hires, enhancing software implementation processes, and maintaining key performance metrics essential to claim resolution.

Matthew's career began at Geico Insurance Company in 1993 as a Claim Service Representative, where he honed his investigation skills and customer service abilities. This role involved handling negligence decisions, obtaining statements, and processing vehicle damage payments. Through various positions at Liberty Mutual and Sterling and Sterling, Matthew expanded his expertise in commercial auto, property, and liability claims, gaining extensive industry and jurisdictional experience across numerous states.

Qualifications

Matthew holds a Bachelor's degree, contributing to his foundational understanding of the multifaceted insurance industry. His academic achievements, combined with over 32 years of industry experience, enable him to adeptly navigate the complexities of claims management while providing insightful solutions to clients.



Workers' Compensation Board

KATHY HOCHUL
Governor

CLARISSA M. RODRIGUEZ
Chair

STEVEN M. SCOTTI
Executive Director

April 18, 2023

Via email to: djgoldsmith@sgmblaw.com

David J. Goldsmith, Esq.

Re: License No. 11121, T#100033
Gallagher Bassett Services, Inc.

Dear Attorney Goldsmith:

This correspondence is to inform you that at the New York State Workers' Compensation Board (Board) meeting held on April 18, 2023, the Board voted to grant the renewal application for the above-referenced third-party administrator. The license is granted for the period beginning April 1, 2023 and ending March 31, 2026. Also enclosed in an Oath of Office for you as newly approved qualifying officer for this TPA. Please execute and return it at your earliest convenience.

If you have any questions or require additional information regarding your license, do not hesitate to contact me at licensing@wcb.ny.gov.

Sincerely,

/s/ Eugene Martin

Eugene Martin
Office of General Counsel



GALLAGHER BASSETT SERVICES INC

GALLAGHER BASSETT SERVICES INC
2850 GOLF ROAD
ROLLING MEADOWS, IL 600084050

LICENSE NUMBER:IA-1150034

IS LICENSED AS AN INDEPENDENT ADJUSTER FOR

Casualty

Inland Marine

General

BY AND THROUGH THE SUBLICENSEES LISTED BELOW

EFFECTIVE DATE: January 01, 2025

EXPIRATION DATE: December 31, 2026

UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED



In Witness Whereof,

I have caused my official seal to
be affixed at the city of Albany

Adrienne A. Harris
Superintendent

****SUBLICENSEES ARE CONTINUED ON THE NEXT PAGE****



6-11,14,15-101524-4771830



LICENSE NUMBER: IA-1150034

EXPIRATION DATE: December 31, 2026

GALLAGHER BASSETT SERVICES INC

**GALLAGHER BASSETT SERVICES INC
2850 GOLF ROAD
ROLLING MEADOWS, IL 600084050**

SUBLICENSEE(S) CONTINUED

LINE KEY

1 = Accident & Health	2 = Aviation
3 = Automobile	4 = Casualty
5 = Fidelity & Surety	6 = Fire
7 = Inland Marine	8 = General
9 = Auto Damage & Theft Appraisals	10 = Motor Vehicle No-Fault & Workers Comp Health Service Charges
11 = Federal Multi-Peril Crop	

SUBLICENSEE(S)

OSINSKI, MARY L	4	RAAB, STEPHEN A	8
MASSELINK, LISA J	7		



EXPEDITED LOSS APPLICATION

PRODUCT LIABILITY USE CASE EXAMPLE

In this product recall scenario, the Gallagher Bassett (GB) Expedited Loss Application played a crucial role in managing a liability crisis for a retail chain in Southern Florida. The retailer faced a significant issue when a bad batch of oysters, affected by unexpected weather conditions, led to salmonella poisoning among consumers.



Rapid Response with QR Code

A QR code was generated with a set of questions specifically designed to gather information about the time frame in which the oysters were sold. This QR code was placed in all retail locations, allowing affected customers to easily access the application and report their experiences.



Custom Experience

The custom questions and ability to upload attachments (pictures, videos, etc.) allowed for a quick and seamless data collection process.



Real-Time Notifications

As liability loss information was submitted through the application, the retail operations manager received immediate notifications. This enabled a prompt first review of the claims, allowing for effective triage and prioritization before claims were fully processed.



Cost-Effective Solution

By leveraging the expedited loss application, the retailer was able to quickly gain critical information related to the incident, allowing for a swift response. This approach not only helped in managing the crisis effectively but also played a role in maintaining customer satisfaction and loyalty.

EXPEDITED LOSS APPLICATION

The Gallagher Bassett (GB) Expedited Loss Application is designed to streamline the process of submitting claims by allowing claimants to report a loss in real time. The application offers a range of features, both standard and enhanced, to cater to the specific needs of clients across various lines of business.

APPLICATION FEATURES:



Real-Time Loss Submission



Efficient Data Entry



Oversight and Dissemination



Branch Assignments for Large Events



Mobile and Web Accessibility



Customizable QR Code Functionality



Dual Authentication



Support for All Lines of Business



Attachment Uploads



Session Timeout



STANDARD OFFERINGS

Access via URL/QR Code:

Accessible from the field or in the office

Standard Questionnaires:

Pre-built questionnaires based on industry experience in each line of business

Escalation Rules:

Incorporation of GB's standard escalation rules

ENHANCED OFFERINGS

The GB Expedited Loss Application offers enhanced features that allow for a high degree of client-specific tailoring:

- Custom Branding:** Clients can incorporate their custom logo throughout the application for consistent branding.
- Customizable Questionnaires:** Questionnaires can be tailored to fit specific client needs for each Line of Business.
- Client-Specific Escalation Rules:** Escalation rules can be customized based on the specific needs of the client.
- Editable Verbiage:** Clients can edit the text on the initial screen and claim finish page to better align with their communication requirements.
- Loss Notice Disseminations:** The application facilitates the automatic dissemination of loss notices to a client-specific email list, ensuring that all relevant stakeholders are promptly informed of new claims.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF LAW



RFP-2025-166

CLAIMS MANAGEMENT SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

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

NON-PROPOSER RESPONSE

RFP #2025-166
Claims Management Services

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

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

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov**

TITLE: Claims Management Services RFP NUMBER: 2025-166

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-166

Sealed Proposals for **CLAIMS MANAGEMENT SERVICES** as requested by Albany County Department of Law will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, December 5, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

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

Pamela O Neill
Purchasing Agent

Dated: November 12, 2025
Albany, New York

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

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CLAIMS MANAGEMENT SERVICES
ALBANY COUNTY DEPARTMENT OF LAW
RFP#2025-166

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for Claims Management Services as requested by the Office of the County Attorney.
- 1.2 The Purpose is to obtain professional claims management and administration services for the County's self-insured property and casualty losses.
- 1.3 The Supplementary Conditions following provide the specific details and requirements for the requested services.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 One (1) copy of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on December 5, 2025** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, New York 12207

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

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

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

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with adjusting and administering property and casualty claims and losses and providing loss data with a risk management information system.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

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

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

SECTION 4: SCOPE OF SERVICES

4.1 See Supplementary Conditions

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one year from the date of execution of the Agreement.

5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for four (4) additional one (1) year periods. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

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

SECTION 6: COST PROPOSAL:

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

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

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

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by representatives from the Albany County Attorney's Office. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Proposer's comprehension of the required (work) Scope of Services	25%
Professional Qualifications and Prior Experience in similar projects	20%
Total Proposed Price	20%
Proposer's Demonstrated Capabilities (equipment, financial solvency, location)	15%
Client References from Similar Projects	10%
Staffing (Evaluation of Employees' Resumes)	10%

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

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

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

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

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

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

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

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

(d) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$5,000,000.00.

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

(a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

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

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another

bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

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

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR

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

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

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

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

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

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

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

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

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

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

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

- 25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a)

above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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

SECTION 26: Section not in use

26.1 Contractor (deemed a covered provider as defined at 9 NYCRR Section 6157.2 if it meets certain criteria) hereby warrants, for itself and its subcontractors, that it is familiar with and in compliance with NYS Executive Order No. 38 (<http://executiveorder38.ny.gov>) and its accompanying regulations promulgated by NYS Division of Criminal Justice Services under 9 NYCRR Part 6157 (Limits on Administrative Expenses and Executive Compensation) concerning the prevention of public funds from being diverted to excessive compensation and unnecessary administrative costs for providers of program services, as it may be applicable, if at all, to the scope of services covered under this Agreement.

SECTION 27: Section not in use

SECTION 28: Section not in use

SUPPLEMENTARY CONDITIONS

1. ACCURACY OF INFORMATION IN SPECIFICATIONS

The information contained in these Specifications is furnished for the convenience of the Proposer. Each Proposer must carefully examine these Specifications and make whatever reasonable inquiries of the County's operations that are necessary for proposal purposes.

2. SERVICES TO BE PROVIDED

The Services to be provided are to provide the County with a proper claims management program. The costs of all services specified shall be included in the proposed costs. The Proposer's position on all services must be clearly declared on the Proposal.

3. CLAIMS MANAGEMENT SERVICES SPECIFICATIONS

The specific proposal desired is for Claims adjusting, management and administration services described below for the County self-insured deductible and retention Property and Casualty Insurance Program presently consisting of the following:

1. "All Risks" Property and Inland Marine insurance including, but not limited to Buildings, Contents, Business Income, Extra Expense, Contractors Equipment and Computers/Data Processing coverages with a \$250,000 deductible.
2. Automobile Liability, Commercial General Liability and Law Enforcement Liability subject to a \$1,000,000 each occurrence self-insured retention.
3. Public Officials Liability subject to a \$500,000 self-insured retention.

The County is specifically seeking proposals from firms with experience providing claims administration services for this type of program. The County currently is insured by Travelers Insurance for Property and Safety National for Liability. The selected proposer must demonstrate experience working with these carriers or similar carriers AND insurance programs similar to the County's. Alternative programs will be considered provided that they are municipal carriers. However, the County is seeking proposals from a firm with a minimum of five (5) years experience adjusting and administering claims for municipalities with large self-insured retentions.

The proposal shall include a risk management information system with loss data provided in useful formations that include a complete listing or register of all claims and losses with as many licenses as may be needed by the County.

The selected proposer shall be required to review, evaluate and adjust all claims and losses submitted by the County and provide the County with claim and loss details and status on a regular basis for the life of the claim or loss. Specifically, the successful proposer will accept and report all claims as may be required by the County to its pertinent insurance carriers. The Proposer shall

act as claims administrator for all existing and future claims against the County having a date of loss covering the period that is encompassed by this Agreement.

The selected proposer shall, upon receipt of a claim, conduct an investigation of all claims made against the County pertaining to property damage and automobile liability, including claims of bodily injury, property damage and automobile physical damage.

The selected proposer shall refer claims as necessary, upon the County's request and approval, for investigative and related services. All assignments for investigative services shall be made in a prompt and timely manner in order to preserve the rights of the County and insurance carriers. The selected proposer shall report all claims to the appropriate insurance carrier and CMS as required by law, in a timely manner and consistent with Albany County's contracts of insurance and applicable law, the terms of which the selected proposer shall be fully familiar with.

The selected proposer shall maintain a file for each qualified claim or loss which shall be available for review by the County.

The selected proposer shall adjust, settle or resist all qualified claims or losses with specific approval of the County and insurance carrier, if necessary.

The selected proposer shall accept and evaluate reports on claims from any investigative or reporting firm, and/or legal counsel and review same for purposes of establishing loss claim reserves. The selected proposer shall establish claim reserves and be responsible for reporting same to the appropriate carrier as required by the County's contracts of insurance. The selected proposer shall update claim reserves as necessary and report same to the carrier in a timely manner.

The selected proposer shall Coordinate investigations on litigated claims with attorneys and all insurance carriers representing the County and representatives of the insurance carriers.

The selected proposer's internal product support staff shall review large and unusual claims.

The selected proposer shall investigate and pursue subrogation as requested by the County. Funds received from all subrogation collection shall be considered revenue of the County unless agreed otherwise.

The selected proposer shall process all County claim forms, releases and authorizations for payment and transmit final checks. Albany County shall issue checks and handle funds.

The selected proposer shall maintain an automated loss and information system which shall be available to the County to access.

The selected proposer shall provide additional ad hoc information, analysis, reports and services as needed.

The selected proposer shall assist the County in selecting appropriate experts or specialists as may be required.

All claims administered by the selected proposer on the County's behalf shall be administered for the "life of the claim" and said administration shall survive termination of this agreement. All claims and losses that may arise after termination of the Agreement shall be handled by the selected proposer as if they were reported or occurred during the period of the Agreement. Proposals shall include any and all fees for handling of said that may arise after termination of this Agreement.

With respect to self insurance qualification, the selected proposer shall assist the County in the filing of any reports and/or renewal applications as may be required by State administrative agencies. All fees and assessments in connection with such are the obligation of the County.

4. **ACCEPTANCE OF TRANSFERRED CLAIMS**

For continuity purposes and ease of working with one claim administrator, the County is considering, upon award of this contract to a selected proposer, transferring some or all open and outstanding claims assigned to other claims administrators to the selected proposer for handling until completion of the claim. The cost proposal should indicate the cost to handle these additional claims, specifically on a per claim fee basis as well as any additional costs to handle. Any change in assignment will be contingent upon approval of the insurance carriers.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Claims Management Services

RFP Number: 2025-166

PROPOSED CONTRACT COSTS

1.

Fee per claim (Life of claim)	One year Contract Period
Auto Bodily Injury	
Auto Property Damage	
Auto Physical Damage	
General Liability Bodily Injury	
General Liability Property Damage	
Personal Injury Liability	
Public Officials Liability	
Property Loss	
Fee per claim for transferred files from other TPA's	

2. Alternate costs including a total contract cost

3. List and describe any/all other fees or charges. Include the cost basis if not a flat charge.

4. State any minimum contract cost.

\$ _____

5. State any maximum contract cost.

\$ _____

6. If fees and costs proposed differ from above, describe in detail and explain how proposed costs are determined in an attachment.

7. Describe all other costs or fees not included above and state whether such fees are flat or variable and on what basis.

8. All costs are to be based on the life of handling and shall include any claims or losses after termination of agreement. If costs for claims submitted after termination of the agreement will differ, submit those costs below.

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT “C” ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

COUNTY OF ALBANY

CLAIMS MANAGEMENT SERVICES

RFP – 2025 - 166

ADDENDUM # 1

December 2 , 2025

The following Addendum No. 1 -- consisting of fifteen (15) pages (including this cover page) is hereby issued on the 2nd day of December, 2025, in connection with the Request for Bids/Proposal number/as requested by Albany County Department of Law.

COUNTY OF ALBANY

**RFP-2025-166
Claims Management Services**

ADDENDUM # 1

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

ITEM #1: Please provide a current open and closed loss run for all Property, Auto, GL and any other Professional/Casualty lines for all claim years.

Response #1: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #2: What is the current TOTAL number of all years OPEN WC Lost Time and Medical claims - for all years as of 11/1/25?

Response #2: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #3: Please advise of the reason(s) that the county is out to bid for these services? Have there been any service issues with the current provider?

Response #3: The County is requesting proposals as the current contract is due to expire with no remaining renewals.

ITEM #4: How many new claims by claim type were reported in each year of 2022, 2023, 2024 and 2025YTD? (may use chart to fill in below)

Year ending	Auto Physical Damage	Auto Liability	General Liability	Property	Professional Liability
2022					
2023					
2024					
2025 YTD					

Response #4: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

COUNTY OF ALBANY

**RFP-2025-166
Claims Management Services**

ADDENDUM # 1

ITEM #5: Does the county currently engage services of either safety or risk control through the current TPA or brokers?

Response #5: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #6: Please provide a copy of the current TPA contract for these lines of business with the county.

Response #6: Request for information is not disclosed. Attached is a sample template of the Consultant Professional Services Agreement.

ITEM #7: How many claims on average do you get per year?

Response #7: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #8: What is the breakdown % of claims in that year? (Auto, Property, GL, etc.)

Response #8: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #9: How many open claims do you have on average in any given year?

Response #9: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #10: Are there previous closed claims that require a transfer into the new vendor's claims system? This would be strict transfer of historic closed claims and not any investigation/claims handling. Does previous vendor have API integration capacity?

Response #10: I Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

COUNTY OF ALBANY

**RFP-2025-166
Claims Management Services**

ADDENDUM # 1

ITEM #11: What is the estimated total hours spent for filing of reports/renewal applications required by State admin agencies?

Response #11: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #12: For transferred (open) claims, are these in litigation or just not completed by previous vendor? What status are they in? How will they be received... by PDF, claim notes, spreadsheet or paper files?

Response #12: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #13: All work is to be done remotely without a requirement to report to an office in Albany, correct?

Response #13: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM #14: Do attachments B and C require notary or just signature?

Response #14: Attachments B and C are required to be notarized.

ITEM #15: Can E&O coverage lower from \$5M in current requirements to \$1 or 2M? Unless these claims are hitting \$5M then this coverage is too high and would require vendors to pass that extra expense to you (in our minimum bids).

Response #15: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM#16: Please provide claim counts and/or loss run data for the last three years.

Response #16: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

ITEM#17: Please provide the number and type of open “tail” claims.

Response #17: Request for that information is not disclosed. Proposed fees should be based on the information as supplied in the Scope of Services/ Supplemental Conditions and the Cost Proposal pages.

End of Addendum # 1

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Contract No. \${contract.contract_no}.contract.contract_no}

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (the "Consultant"). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with \${contract.synopsis_of_program}.contract.synopsis_of_program; and

WHEREAS, the Consultant agrees to provide such professional 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 Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional 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. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant agrees to perform the Work beginning \${Start Date Long}.contract.start_date.strftime("%B %e, %Y") and ending \${End Date Long}.contract.end_date.strftime("%B %e, %Y").

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 Consultant, and Consultant agrees to accept, an amount not to exceed \${contract.contract_ceiling}.contract.contract_ceiling. 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 Consultant 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 Consultant within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Consultant. 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 Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Consultant or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant 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. Consultant 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. Consultant 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 Consultant 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

Consultant 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. Consultant 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 Consultant 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

Consultant and each person signing on behalf of Consultant 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 Consultant 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 Consultant have not been knowingly disclosed by Consultant 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 Consultant 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 Consultant (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, Consultant 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, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant 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, Consultant, 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 Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant 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 Consultant and the Consultant 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 Consultant 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 Consultant, 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 Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant 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

Consultant 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.

Consultant 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.

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

Pursuant to New York State Finance Law § 139-L, Consultant, 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 Consultant 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, Consultant 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 Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant 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 Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant 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 and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant 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 or equivalent.
 - 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. Consultant 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. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant 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 Consultant.

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 Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Consultant 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

Consultant 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 Consultant, 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 Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant'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

Consultant 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 Consultant, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Consultant 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.

Consultant 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 Consultant 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 Consultant to comply with any of the terms or conditions of this Agreement, or (3) upon Consultant becoming insolvent.

Upon termination of this Agreement, Consultant 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 Consultant pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant 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 Consultant 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 Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant 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 Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant 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 Consultant or its assignees of the final payment under this Agreement, whether by Consultant'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 Consultant 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 Consultant (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. Consultant 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

Consultant 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 Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant 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 Consultant 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 Consultant 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; DEBARMENT, 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 Consultant certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Consultant 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. Consultant 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 Consultant 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 (Consultants other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. Consultant 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 Consultant'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. Consultant'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.
 - a. 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;
 - b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).
3. **Drug-Free Workplace (Consultants who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the Agreement, Consultant 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, Consultant 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 Consultant 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 [For Public Work Contracts Only]

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 Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant 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

Consultant 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

Consultant, 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 Consultant 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, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant 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: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant 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 Consultant'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 Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant 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. Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Consultant, 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.P.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 Consultant.

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERRUPTION OF WORK [For Public Work Contracts 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

If the Consultant 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 Consultant 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 Consultant on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 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 Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such event.
2. The Consultant 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.

Adjusters LLC

RFQ #2025-166: Claims Management Services

Quote Rating Worksheet

Proposer: Adjusters LLC

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposers Comprehension of the required (work) Scope of Services	25%		0		0		0		0
Professional Qualifications and Prior Experience in similar Projects	20%		0		0		0		0
Total Proposed Price	20%		0		0		0		0
Proposers Demonstrated capabilities (Equipment,Financial, Solvency, Location	15%		0		0		0		0
Client References	10%		0		0		0		0
Staffing (Evaluation of Employee's Resumes)	10%		0		0		0		0
TOTALS:			0		0		0		0

NOTES:

Crawford & Co

RFQ #2025-166: Claims Management Services

Quote Rating Worksheet

Proposer: Crawford & Co

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposers Comprehension of the required (work) Scope of Services	25%		0		0		0		0
Professional Qualifications and Prior Experience in similar Projects	20%		0		0		0		0
Total Proposed Price	20%		0		0		0		0
Proposers Demonstrated capabilities (Equipment,Financial, Solvency, Location	15%		0		0		0		0
Client References	10%		0		0		0		0
Staffing (Evaluation of Employee's Resumes)	10%		0		0		0		0
TOTALS:			0		0		0		0

NOTES:

RFQ #2025-166: Claims Management Services

Quote Rating Worksheet

Proposer: Copper Claims Services

	Weight	Reviewer 1		Reviewer 2
		Rate	Score	Rate
Proposers Comprehension of the required (work) Scope of Services	25%		0	
Professional Qualifications and Prior Experience in similar Projects	20%		0	
Total Proposed Price	20%		0	
Proposers Demonstrated capabilities (Equipment,Financial, Solvency, Location	15%		0	
Client References	10%		0	
Staffing (Evaluation of Employee's Resumes)	10%		0	
TOTALS:			0	

NOTES:

[illegible]

RFQ #2025-166: Claims Management Services

Quote Rating Worksheet

Proposer: Gallagher Bassett

	Weight	Reviewer 1		Reviewer 2
		Rate	Score	Rate
Proposers Comprehension of the required (work) Scope of Services	25%		0	
Professional Qualifications and Prior Experience in similar Projects	20%		0	
Total Proposed Price	20%		0	
Proposers Demonstrated capabilities (Equipment,Financial, Solvency, Location	15%		0	
Client References	10%		0	
Staffing (Evaluation of Employee's Resumes)	10%		0	
TOTALS:			0	

NOTES:

[illegible]

RFQ #2025-166: Claims Management Services

Quote Rating Worksheet

Proposer: USI Insurance

	Weight	Reviewer 1		Reviewer 2
		Rate	Score	Rate
Proposers Comprehension of the required (work) Scope of Services	25%		0	
Professional Qualifications and Prior Experience in similar Projects	20%		0	
Total Proposed Price	20%		0	
Proposers Demonstrated capabilities (Equipment,Financial, Solvency, Location	15%		0	
Client References	10%		0	
Staffing (Evaluation of Employee's Resumes)	10%		0	
TOTALS:			0	

NOTES:

[illegible]

RFQ #2025-166: Claims Management Services

Quote Rating Worksheet

Proposer: Vanguard

	Weight	Reviewer 1		Reviewer 2
		Rate	Score	Rate
Proposers Comprehension of the required (work) Scope of Services	25%		0	
Professional Qualifications and Prior Experience in similar Projects	20%		0	
Total Proposed Price	20%		0	
Proposers Demonstrated capabilities (Equipment,Financial, Solvency, Location	15%		0	
Client References	10%		0	
Staffing (Evaluation of Employee's Resumes)	10%		0	
TOTALS:			0	

NOTES:

[illegible]

Contract #: 2025-1643

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Aidan Jones]

Contact Phone:

Vendor Info: 4th Family

Estimated Amount: \$100,000.00

Scope of Services: After-School and Evening Programming

Budget Line Item: A6119 44406

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for 4th Family Afternoon & Evening Programming

DATE: October 10, 2025

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with 4th Family pertaining to Juvenile Justice Support Services. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$100,000.

Please call me at 447-7531 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with 4th Family
Pertaining to After-School & Evening Programming**

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with 4th Family pertaining to After-School and Evening Programming. The requested contract term is for January 1, 2026 – December 31, 2026 for the amount of \$100,000.

For more than fourteen years, 4th Family has served as a trusted partner in youth development, diversion, and reentry programming—integrating sports, social-emotional learning, and STEM engagement to help youth and families thrive. As a trusted partner to schools, families, and community organizations across the Capital Region, their programs operate daily within school and community settings, providing services that include but are not limited to: Academic and Cognitive Support, Mentorship and Positive Youth Development, Social Emotional Learning, Sports, Fitness, and recreational opportunities and/or Mental Health Services/Support.

4th Family operates during after-school and/or evening hours, coordinates with schools and provides existing county services (probation, youth services, community resource providers, after-school programming), and will collect data to demonstrate impact on school attendance, engagement, behavioral incidents, and other violence-related outcomes. Including meals for evening programming hours, 4th Family aims to provide a safe space with proper supervision and staffing standards including qualified staff and adult-to-youth ratios.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning, Nicole Ward
Department of Children Youth & Families

FROM: Pamela O Neill *Pamela*
Purchasing Department

DATE: October 21, 2025

RE: RFP #2025-149
Afternoon and Evening Programming

I am in receipt of your recommendation to award the aforementioned to 4th Family in the amount of \$100,000, (Not to exceed).

I believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of 4th Family.

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

Contract #: 2025-1824

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/29/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 200,000.00

Scope of Services: Emergency General Construction services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency General Construction Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2882 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED GENERAL CONSTRUCTION SERVICES

CONTRACT NO. 2025-2882
(ORIG. AGREEMENT: 2024-1924)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 12206 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide general construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1924 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

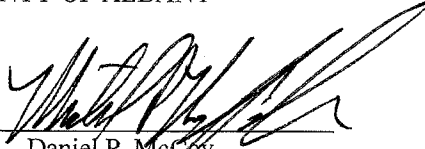
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

COUNTY OF ALBANY

DATED: 6/12/25

BY: 

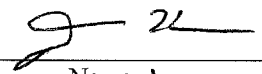
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 5/28/2025

BY: 

Name James Miska

Senior Safety Manager
Title

NOTARY ACKNOWLEDGEMENT

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

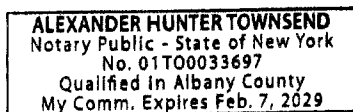
On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New 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 12 day of June, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

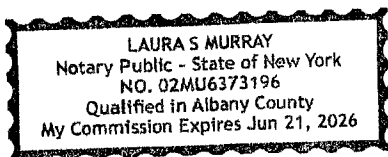


Alexander Hunter Townsend
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 28th day of May, 2025, before me personally came James Mikula, to me known and known to me to be the Safety Manager of CPS of Albany, 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 CPS of Albany, as said Executive pursuant to the authority vested in him/her/they.



Laura S Murray
Notary Public, State of New York

Contract #: 2025-1827

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/29/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 200,000.00

Scope of Services: Emergency Painting Repair services - Amendment

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency Painting Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2883 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED PAINTING CONSTRUCTION SERVICES

CONTRACT NO. 2025-2883
(ORIG. AGREEMENT: 2024-1925)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 12206 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide painting construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1925 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

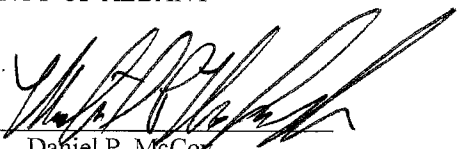
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

COUNTY OF ALBANY

DATED: 6/12/25

BY: 

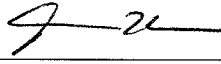
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 5/28/2025

BY: 

Name JAMES MIKIDA

Senior Safety Manager
Title

NOTARY ACKNOWLEDGEMENT

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

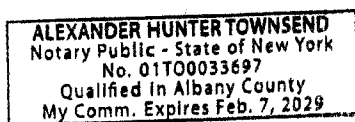
On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New 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 12 day of June, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

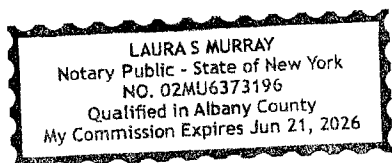


Alex Hunter Townsend
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 28th day of May, 2025, before me personally came James Mikula, to me known and known to me to be the Safety Manager of CPS Albany, 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 CPS Albany, as said Executive pursuant to the authority vested in him/her/them.



Laura S Murray
Notary Public, State of New York

Contract #: 2025-1828

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/29/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 200,000.00

Scope of Services: Emergency Masonry Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency Masonry Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2884 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2025-2884
(ORIG. AGREEMENT: 2024-1926)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 12206 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide masonry construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1926 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

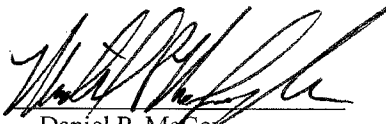
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

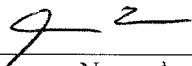
COUNTY OF ALBANY

DATED: 6/12/25

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 5/28/25

BY: 
Name JAMES MIKULA
SENIOR SAFETY MANAGER
Title

NOTARY ACKNOWLEDGEMENT

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

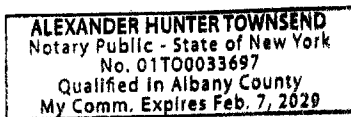
On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New 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 12 day of June, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

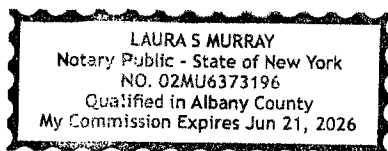


Alex Hunter Townsend
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 28th day of May, 2025, before me personally came James Mikula, to me known and known to me to be the safety manager of CPS of Albany, 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 CPS of Albany, as said Executive pursuant to the authority vested in him/her/they.



Laura S Murray
Notary Public, State of New York

Contract #: 2025-1843

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/30/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Collett Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: Emergency Plumbing Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with Collett Mechanical Services, Inc. as the primary vender for Emergency Plumbing Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2885 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2025-2885
(ORIG. AGREEMENT: 2024-1928)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide plumbing construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1928 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

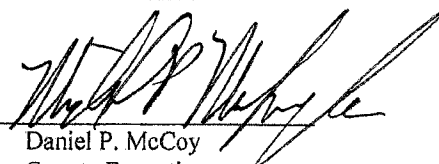
NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:
 - 5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.
 - 5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.
 - 5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.
2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

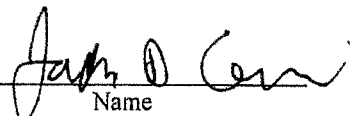
COUNTY OF ALBANY

DATED: 5/27/25

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

COLLETT MECHANICAL SERVICES, INC.

DATED: 05/21/2025

BY: 
Name
VICE President
Title

NOTARY ACKNOWLEDGEMENT

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

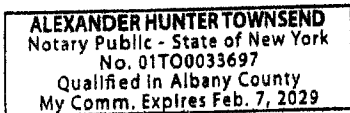
On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New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

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

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

On this 27 day of May, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.



Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 21 day of May, 2025, before me personally came Joe Collier, to me known and known to me to be the VP of Collett+Service, 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 Collett+Service, as said VP pursuant to the authority vested in him/her/them.

Notary Public, State of New York

KRISTA M HEIDINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6346645
Qualified in Albany County
My Commission Expires 08-15-2028

Contract #: 2025-1844

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/30/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Collett Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: Emergency HVAC Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with Collett Mechanical Services, Inc. as the primary vender for Emergency HVAC Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2886 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2025-2886
(ORIG. AGREEMENT: 2024-1929)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide HVAC construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1929 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

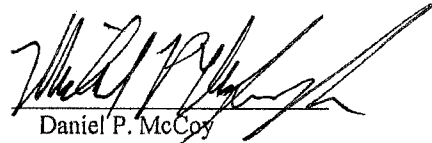
2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

COUNTY OF ALBANY

DATED: 5/27/25

BY:



Daniel P. McCoy
County Executive

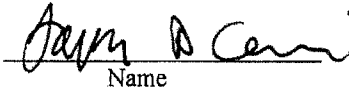
or

Michael P. McLaughlin
Deputy County Executive

COLLETT MECHANICAL SERVICES, INC.

DATED: 05/21/2025

BY:



Name



Title

NOTARY ACKNOWLEDGEMENT

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

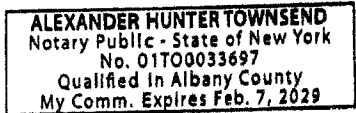
On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New 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 27 day of May, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.



Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 21 day of May, 2025, before me personally came Joe Collier, to me known and known to me to be the VP of Collett Services, and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of Collett Services, as said VP pursuant to the authority vested in him/her/them.

Notary Public, State of New York

KRISTA M HEIDINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6346645
Qualified in Albany County
My Commission Expires 08-15-2028

Contract #: 2025-1845

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/30/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: J Mcbain, Inc.

Estimated Amount: 200,000.00

Scope of Services: Emergency Electrical Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with J McBain, Inc. as the secondary vender for Emergency Electrical Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2963 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

ALBANY COUNTY
JUN 02 2025
ATTORNEY'S OFFICE

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND J. McBAIN, INC.
FOR HOURLY RATE BASED ELECTRICAL CONSTRUCTION SERVICES

CONTRACT NO. 2025-2963
(ORIG. AGREEMENT: 2024-1931)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and J. McBain, Inc., a New York business corporation, with a principal place of business located at 2742 6th Avenue, Troy, New York 12180 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide electrical construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1931 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

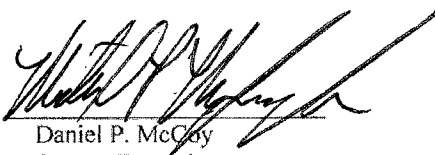
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

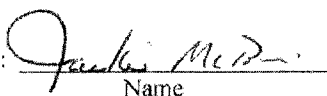
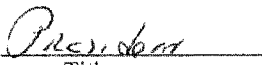
COUNTY OF ALBANY

DATED: 6/4/25

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

J. McBAIN, INC.

DATED: 6/2/2025

BY: 
Name

Title

NOTARY ACKNOWLEDGEMENT

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

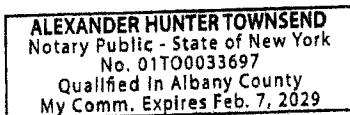
On this _____ day of _____, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New 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 4 day of June, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.



Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NY)
COUNTY OF Rensselaer) ss.:
CITY OF Troy)

On this 2 day of June, 2025, before me personally came Jackie McBain, to me known and known to me to be the President of J. McBain Inc., 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 J. McBain Inc., as said President pursuant to the authority vested in him/her/they.

Notary Public, State of New York
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA0027012
Qualified in Rensselaer County
Commission Expires July 23, 2028

Contract #: 2025-1846

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/31/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Bpi Mechanical

Estimated Amount: 200,000.00

Scope of Services: Emergency Boiler Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with BPI Mechanical Services, Inc. as the primary vender for Emergency Boiler Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2887 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2025-2887
(ORIG. AGREEMENT: 2024-1930)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide boiler repair construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1930 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

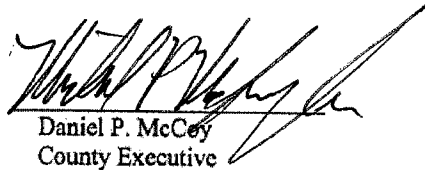
2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

COUNTY OF ALBANY

DATED: 5/27/25

BY:



Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 5/22/25

BY:

Joshua Keating

Name

Service Manager

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

ALEXANDER HUNTER TOWNSEND
Notary Public - State of New York
No. 01T00033697
Qualified in Albany County
My Comm. Expires Feb. 7, 2029

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Latham)

On this 22nd day of May, 2025, before me personally came Joshua Keating, to me known and known to me to be the Secretary of BPI Mechanical Service, 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 BPI Mechanical Service, as said Secretary pursuant to the authority vested in him/her/them.

Notary Public, State of New York

NICOLE K. DUFFY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU0033425
Qualified in Saratoga County
My Commission Expires 02-03-2029

Contract #: 2025-1757

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/09/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Aucore Electrical Llc

Estimated Amount: 200,000.00

Scope of Services: Primary Emergency Electrical Repair services

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 15, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

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

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with Aucore Electrical, Inc. as the primary vender for Emergency Electrical Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2881 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND AUCORE ELECTRICAL, LLC
FOR HOURLY RATE BASED ELECTRICAL CONSTRUCTION SERVICES

CONTRACT NO. 2025-2881
(ORIG. AGREEMENT: 2024-1923)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Aucore Electrical, LLC, a New York limited liability company, with a principal place of business located at 46 Menand Road, Menands, New York 12204 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide electrical construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1923 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

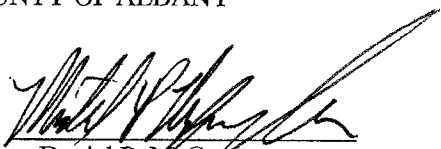
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

COUNTY OF ALBANY

DATED: 6/2/25

BY: 

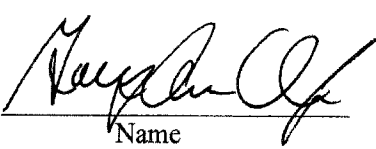
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

AUCORE ELECTRICAL, LLC

DATED: 05/22/2025

BY: 

Name

OWNER

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

ALEXANDER HUNTER TOWNSEND
Notary Public - State of New York
No. 01T00033697
Qualified In Albany County
My Comm. Expires Feb. 7, 2029

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

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

On this 22nd day of MAY, 2025, before me personally came GARY AUCLAIRE, to me known and known to me to be the OWNER of AUCORE ELECTRICAL, 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 AUCORE ELECTRICAL as said EXECUTIVE pursuant to the authority vested in him/her/them.

Notary Public, State of New York

Suzanne T Furlong
Notary Public, State of New York
Reg. No 4945953
Qualified in Albany County
Commission Expires January 27, 2021