

Contract #: 2026-0904

Contract Type: standard

Contract Action: new

Procurement Type:

Department: County Executive A1230

Date Submitted: 05/08/2026

Contact Person: [Mary Rozak],[Kevin Butterfield]

Contact Phone: 518-447-7040,518-447-7040

Vendor Info: Baker Public Relations Inc

Estimated Amount: 133,500.00

Scope of Services: The Baker Agency

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

Honorable Daniel P. McCoy
Albany County Executive
112 State St, 12th Floor
Albany, NY 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Honorable Bruce Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle St, 1st Floor
Albany, NY 12207

Dear Contract Administration Board:

The Albany County Executive's Office requests approval to contract with The Baker Agency who will provide strategic communications support, including marketing, media relations, and social media management for various initiatives and projects, including economic development efforts.

Should you have any questions, please contact me at 518-447-7218.

Sincerely,

Mary Rozak
Chief Communications Officer
Office of the Albany County Executive

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY EXECUTIVE'S OFFICE



RFP#2026-058

MARKETING, MEDIA RELATIONS & SOCIAL MEDIA MANAGEMENT FIRM

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

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

TITLE: Marketing, Media Relations & Social Media Management Firm_RFP NUMBER: 2026-058

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-PROPOSER RESPONSE

RFP #2026-058

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

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

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

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2026-058

Sealed Proposals for Marketing, Media Relations & Social Media Management Firm requested by the Albany County Executive's Office 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, April 3, 2026, and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, March 19, 2026

Pamela O Neill
Purchasing Agent

Dated: ***March 11, 2026***
Albany, New York

PUBLISH ONE DAY – ***Thursday, March 19, 2026***-- THE EVANGELIST
PUBLISH ONE DAY – ***Thursday, March 19, 2026*** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
MARKETING, MEDIA RELATIONS AND SOCIAL MEDIA, MANAGEMENT FIRM
THE ALBANY COUNTY EXECUTIVE'S OFFICE
RFP #2026-058

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 *marketing, media relations, and social media management* as requested by *the Albany County Executive's Office*.
- 1.2 *The Albany County Executive's Office is looking for a qualified firm, with a history of providing services geared toward economic development, to provide strategic communications support, including marketing, media relations, and social media management for various initiatives and projects, including economic development efforts. The selected firm will help elevate key priorities, strengthen public engagement, and ensure clear, consistent communication with residents, stakeholders, and the broader community.*

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on FRIDAY, APRIL 3RD**, 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.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by *the Albany County Executive's Office*.
- 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 *marketing, media relations, and social media management related to economic development*.
- 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 *Marketing*

- *Development of Quarterly External Newsletter via Constant Contact.*
- *Analytics reporting following distribution of quarterly external newsletters.*
- *Work on video commercial campaigns which may include, but is not limited to, shooting video, editing and script writing.*

4.2 *Media Relations*

- *Development of story arsenal.*
- *Development and distribution of press releases, media advisories and proactive media pitching to highlight new businesses, expansion, projects, significant loan funds and partnerships, etc.*
- *Preparation for media interviews.*
- *Media monitoring and reporting.*

4.3 *Social Media Management*

- *Creation of monthly content calendars to include 2-3x posts weekly across three platforms (Facebook, Instagram and LinkedIn).*
- *Scheduling of content for posting and staff training via Loomly for review and approvals.*
- *Development of a list of partner organizations and engagement.*
- *Creation of templates in Canva for social media posts.*
- *Analytics reporting quarterly with recommendations to improve engagement.*
- *Taping, editing, and promotion of monthly podcasts.*

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be *one (1) year*.

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 two (2) additional years, in two (2) consecutive one-year intervals. 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 a committee with representation from the Albany County *Executive's Office*. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Section II Qualification	30%
Section III References	10%
Section IV Design/Plan Implementation	40%
Section V Cost Proposal	20%

8.3 Proposals will be examined and evaluated by the *Albany County Executive'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 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 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 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

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

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

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

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: SECTION NOT IN USE

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: SECTION NOT IN USE

SECTION 21: 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: SECTION NOT IN USE

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

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

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

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

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

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

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **Marketing, Media Relations & Social Media Management Firm**
RFP Number: 2026-058

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date

Number

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

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

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

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

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Marketing, Media Relations & Social Media Management
RFP Number: 2026-058

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES 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

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.

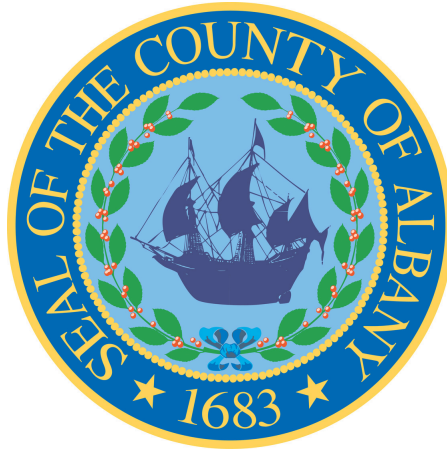
ARTICLE 37. AUTHORITY

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.



RFP #2026-058: Marketing, Media Relations & Social Media Management Firm

APRIL 2, 2026



Contact: Megan Baker, Founder & CEO
O: (518) 426-4099
350 Northern Boulevard
Suite 201
Albany, NY 12204



**Certified
Women-Owned
Business Enterprise**

**THE
Baker
AGENCY**

TheBakerAgencyInc.com



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2.1 Qualifications & Experience



APRIL 2, 2026

Dear County Executive Daniel P. McCoy, Chief Communications Office Mary Rozak & Staff,

Thank you for the opportunity to submit a proposal for Albany County RFP #2026-058, Marketing, Media Relations & Social Media Management Firm. Founded in Albany in 2007, The Baker Agency is a New York State Certified Woman-Owned Business Enterprise providing cutting-edge communications services nationwide. In addition to Albany, over the past seven years we have expanded our offices to Pittsburgh, Pennsylvania and St. Petersburg, Florida.

In every market we serve, our team brings expansive experience, complementary specialties and core services that make an exceptional contribution to our clients' communications strategy. We are most confident we can do the same for you. By leveraging our expertise in strategic PR planning and deep media and industry relationships, plus our profound creative services and digital media capabilities, we are confident we can offer unique solutions to meet Albany County's diverse communication goals.

Thank you for your consideration. We look forward to supporting Albany County and the Office of the Albany County Executive in its continued success..

Respectfully,

Megan Baker

Founder & CEO

350 Northern Boulevard

Suite 201

Albany, NY 12204

O: (518) 426-4099 | M: (518) 506-1128

E: megan@TheBakerAgencyInc.com

www.TheBakerAgencyInc.com

2.1 Qualifications & Experience



WHERE BRANDS AND STORIES COME TO LIFE

The Baker Agency is a results-driven, full-service communications firm representing quality local and national brands. With locations in Albany, N.Y., Pittsburgh, Pennsylvania and St. Petersburg, Florida, we are increasingly recognized as the public relations and marketing agency of choice by civic, business and community leaders in our three market areas as well as across the nation.

We are, at heart, storytellers — and we firmly believe every brand has a unique story waiting to be told.

Over nearly twenty years, we have been privileged to tell hundreds of such stories. For clients large and small. For start-ups and industry leaders. For non-profits, government agencies and municipalities. For companies and organizations in the sectors of technology, health care, tourism, hospitality, education, economic development, energy and manufacturing and law.

Moreover, we do so with excellence. Using multiple channels and platforms, The Baker Agency has repeatedly demonstrated a unique capacity to tell clients stories in a compelling and impactful manner that garners attention, resonates with diverse audiences, delivers results and achieves client goals.

Our track record tells our own story. We are eager to tell yours.

OUR GROWTH WILL HELP YOU WITH YOURS

After a highly visible and award-winning ten-year run in television news, Megan Baker established The Baker Agency in 2007. Beginning as a sole proprietor with a small office in Albany, Megan has grown the company over the past two decades to become a full-service communications agency with additional locations in Pittsburgh, Pennsylvania and St. Petersburg, Florida.

Reflecting its growth to a full-service public relations and marketing firm, Baker Public Relations was recently renamed The Baker Agency.

The Baker Agency is proud to be a New York State Certified Woman-Owned Business Enterprise (WBE).

OUR BRAND CAN BUILD YOURS

The best organizations, brands and companies win over constituents, consumers, audiences, memberships and policymakers by listening and connecting on an authentic, emotional and factual level.

If you are to place your trust in us to build your brand, we think it is important that you understand ours.

THE BAKER BRAND

- **Empowered and Collaborative**
- **Approachable, Trustworthy, Friendly**
- **Innovative and Creative**
- **Strategic and Insightful**
- **Resilient and Adaptable**
- **Community-Oriented**
- **Professional but Fun**

Our work starts with our brand and ends with yours.

2.1 Qualifications & Experience



The Baker Agency propels you forward with services that connect you to your audience in impactful, lasting ways. Our experienced team excels in public relations, strategic marketing and high-impact video production, ensuring your message stands out and is communicated clearly and effectively across every channel. Whether you're engaging your community, managing your reputation or building brand awareness, our tailored solutions are built to drive results and help you achieve your goals.

PUBLIC RELATIONS

Our public relations services at The Baker Agency encompass a full spectrum of expertise designed to amplify your voice and reputation.

- Media Relations
- Strategic Communications & Messaging
- Crisis Communications & Management
- Social Media
- Event Planning
- Thought Leadership & Executive Positioning
- Public Affairs
- Media Training
- Awards and Recognition

MARKETING

The Baker Agency delivers a dynamic range of marketing services designed to drive engagement and growth.

- Content Marketing
- Email Marketing
- Brand Strategy
- Influencer Marketing
- Social Media
- Digital Marketing
- Advertising
- Experiential Marketing

VIDEO PRODUCTION

At The Baker Agency, our high-quality video production services bring your stories to life through powerful visuals and creative storytelling. We produce a wide array of video content, including corporate and brand videos that showcase your identity, authentic testimonials that build credibility and engaging social media videos tailored for every platform.

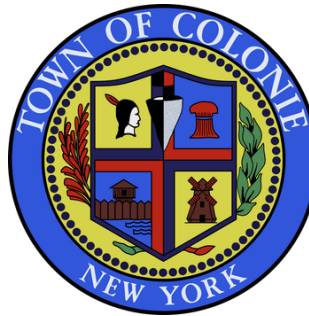
- Corporate and Brand Videos
- Testimonials
- Social Media Videos
- Event & Live-streamed Video
- Documentaries
- Explainer & Demo Videos
- Promotional Videos
- Product Shooting
- Animation & Graphic Design
- Drone Video

2.1 Qualifications & Experience

B

Whether representing an emerging brand or an established household name, The Baker Agency excels at transforming stories into engaging, memorable narratives that resonate with target audiences. We take a client's vision and bring it to life, capturing the unique spirit behind their products, services or experiences while highlighting the real impact they have on their unique audiences.

Our approach translates each client's story into timely, newsworthy topics that spark interest among media, influencers, stakeholders and the broader community. Leveraging our extensive lifestyle expertise, we drive increased visibility, nurture brand loyalty and position clients to thrive in a dynamic, ever-evolving marketplace.



Office of Children
and Family Services



2.1 Qualifications & Experience

B

Our creative, experienced and talented team consists of twelve (12) communications professionals, including industry veterans with more than 20 years of experience. We are proud that every member of our team brings distinct insight, enthusiasm, passion, diverse skill sets and knowledge that complement each other well. Together, we service each client with a unified approach that is consistently responsive to their needs.

With every new client, we always identify from the start the day-to-day contacts as well as a client's preferred form of communication. We strongly believe that the better communication is between the client and our team, the more efficiently the account will run and the more success we will have together.

In addition to our well-rounded and experienced team, our greatest assets are the relationships we have built in the community with business leaders, elected officials (at all levels), the media and key influencers. We build connections that forge lasting relationships and strive to work with brands we respect and have a like-minded commitment to the community.



AUTHORIZED TO BIND THE AGENCY

Megan Baker, Founder & CEO
350 Northern Blvd. Suite 201
Albany, N.Y. 12204
O: (518) 426-4099
C: (518) 506-1128

2.2 Albany County RFP Team



Megan Baker, Founder & CEO, is a strategic communications expert with 30+ years of experience in public relations, media and executive advisory. She delivers value through high-level counsel, crisis communications and visionary leadership. Megan leads the agency's strategy, growth and operations, advising executives on media training, crisis communications and reputation management. Megan works in The Baker Agency's Albany office.

Before founding the agency, she spent a decade in broadcast journalism as a news anchor, earning a New York State Emmy and Associated Press recognition.

Megan holds a degree from Indiana University of Pennsylvania and serves on multiple boards including the Foundation for IUP Board of Directors and is a member of the

Albany Chapter Women Presidents Organization (WPO). She is a 2025 honoree of the Albany Business Review Women Who Mean Business, 2024 Albany Business Review Power 50, 2023 Capital Region MARCOM Practitioner of the Year, 2019 IUP Impact Award honoree and 2012 Albany Business Review 40 under Forty.

Megan enjoys travel, outdoor activities and time on the water.

Geoff Redick, Senior Account Manager, will oversee the account as **Team Lead** and serve as day-to-day contact. He has more than 15 years of experience in journalism, media strategy and public affairs communications. He delivers value through strategic messaging and high-stakes communications expertise. Geoff works in The Baker Agency's Albany office.

Geoff leads public affairs strategy across government, healthcare, economic development and energy sectors, crafting messaging that influences public perception and drives results.

Previously, he built an award-winning career in broadcast journalism as a senior political reporter, earning Emmy and Associated Press recognition.

Geoff holds a B.A. in Communications Studies from Niagara University. He enjoys outdoor activities and regional travel.



Sarah Dunlap, Senior Account Executive, specializes in public affairs and strategic communications. She delivers value through stakeholder engagement and messaging that connects with diverse audiences. Sarah works in The Baker Agency's office in Pittsburgh, Pennsylvania.

Sarah develops communications strategies for government, nonprofit and corporate clients, helping organizations navigate complex public relations landscapes.

Previously, she served as communications manager for the Allegheny Conference on Community Development, advancing regional initiatives through strategic messaging.

Sarah holds a B.A. in English from Nyack College and remains active in community organizations. She enjoys arts and culture.

2.2 Albany County RFP Team



Linda England, Account Executive, focuses on public relations, digital strategy and integrated communications. She delivers value through data-driven storytelling that connects brands with target audiences and drives engagement. Linda works in The Baker Agency's office in St. Petersburg, Florida.

Linda supports clients across healthcare, tourism, technology and nonprofit sectors, managing media relations, influencer partnerships, content strategy and events. She gained experience with Airbnb, Jabil and University of Florida (UF) Health, contributing to integrated marketing campaigns and developing strong research and planning skills.

Linda holds a Bachelor of Science in Public Relations from the University of Florida, graduating summa cum laude. She enjoys fitness, cooking and outdoor activities.



Pierre Zellner, Videographer, specializes in video production, visual storytelling and branded content. He delivers value through high-quality video that enhances brand visibility and engagement. Pierre works in The Baker Agency's Albany office.

Pierre leads projects from concept through post-production, including directing, filming, editing and sound design across corporate and digital content.

He began his career in Paris, directing short films and a feature film, and later served as post-production director at a communications agency.

Pierre holds a film degree from 3is in Bordeaux, France. He brings a global perspective and creative precision to his work.

Emily Fogelman, Graphic Designer, leads the agency's visual design, logo and branding operations. Emily works from a private office in Pennsylvania.

Emily has 25 years of experience working with clients across a broad range of industries including government, nonprofit and volunteer work, real estate development, retail, nonprofit, hospitality, education and healthcare.

Emily's specialties include branding and logo design, print design, packaging design, typography and editorial design. She takes great pride in listening to clients' needs and delivering projects on time and on budget, while maintaining the highest standards of quality.



2.3 Team Resumes



MEGAN BAKER **Founder & CEO**

SUMMARY

Strategic communications professional, leader and entrepreneur with more than 25 years' experience in public relations and broadcast news. Helping startups to Fortune 500 enterprises boost brand reputation and visibility through the development and execution of successful PR campaigns. Specializes in crisis management, strategic and executive media training.

CORE COMPETENCIES

Effective Communications — Media Relations — Media Training — Event Management — Content Development — Strategic Communications and Planning — Brand Strategy — Positioning — Multichannel Marketing Strategy — Crisis Communications — Content Creation — Email Marketing — Blogging and Newsletters — Social Media — Paid Advertising — Storytelling — Business Development

EXPERIENCE

President & CEO, THE BAKER AGENCY, Albany, NY., 09/2007 - Present

- Lead business development and strategy for agency and select clients.
- Drive agency growth across multiple locations.
- Develop and implement strategic public relations campaigns.
- Foster and maintain strong relationships with clients and community members.
- Lead and motivate senior management to advance employee engagement.
- Develop a highly performing management team.
- Make high-quality investing decisions to advance the business and increase profits.
- Oversee all operations and business activities to ensure they deliver the desired results.
- Review financial reports to devise solutions or improvements.
- Maintain a deep knowledge of the markets and PR/Marketing industry.

Assistant Vice President, Sawchuk Brown Associates, Albany, NY, 08/2006 - 07/2007

- Develop and implement strategic public relations campaigns.
- Draft and pitch story ideas and press releases to media.
- Develop and lead media and crisis communications training for clients
- Maintain relationships with the media.
- Plan and organize press events for clients.
- Work with creative services on marketing and video initiatives.
- Manage junior staff.
- Develop key messaging for clients.
- Network on behalf of the agency.

Weekday News Anchor, Spectrum News (formerly Capital News 9), Albany, NY, 07/2002 - 12/2005

- News personality and producer for Albany/Syracuse markets.
- Report special assignment news stories on deadline.
- Develop story ideas and maintain news contacts.
- Copy edit/write daily news stories.
- Co-produce/host half hour specials: Exterior Designs, Lift Ticket 9, Travers, The Tradition, and Interior Designs.



MEGAN BAKER

Founder & CEO

General Assignment Report, WXXA FOX 23 News, Albany, NY, 12/2000-06/2002

- Report spot/live/general/feature news stories on deadline.
- Develop story ideas, exclusives and maintain news contacts.
- Assist in the production and writing of evening/weekend news.

Weekday Morning/Noon News Anchor/Reporter, WBNG-TV (CBS), Binghamton, N.Y., 05/1998-12/2000

- Anchor live broadcasts.
- Produce and write weekday noon show.
- Develop story ideas and maintain news contacts.
- Report spot/live/general/feature news stories on deadline.
- Build and maintain relationships with community leaders and elected officials.
- Facilitate speaking engagements and make community appearances.

General Assignment Reporter/Producer/Videographer/Editor/Anchor, WDTV (CBS), Bridgeport, WV, 10/1996-05/1998

- Generate story ideas and pitch to News Director
- Build relationships with business and community leaders
- Build relationships with local and state law enforcement
- Coordinate interviews
- Verify statements and facts
- Shoot and edit video
- Produce news segments; sometimes multiple stories throughout the day
- Establish and maintain contacts in the community
- Update stories as needed

LANGUAGES

Full Professional English

EDUCATION

Bachelor of Science in Communications/Media, Indiana University of Pennsylvania, Indiana, PA, 1996.

PROFESSIONAL ASSOCIATIONS

- Board of Directors, Foundation for IUP – 09/2024 - present
- Chair/Board of Trustees, Leukemia & Lymphoma Society - Albany - 06/2018 to 06/2024
- Junior Achievement of Northeastern New York Titan CEO Mentor
- Planning Board Member, Town of Colonie - 02/2022 to 01/2024
- Advancement Council, Indiana University of Pennsylvania College of Education and Communications - 04/2017 to Present
- Board of Directors, Colonie Chamber of Commerce, 10/2016 to 10/2019
- Board of Directors, American Red Cross Northeastern New York, 01/2013 to 06/2017
- 2010 Leukemia & Lymphoma Society Man/Woman of the Year Participant

AWARDS

Albany Business Review Women Who Mean Business, 2025; MARCOM Practitioner of the Year, 2023; Impact Award, Indiana University of Pennsylvania (IUP) College of Education and Communications, 2019; Albany Business Review, Forty under 40 Honoree, 2012; National Academy of Television Arts and Sciences New York Emmy Award "Exterior Designs" Host/Producer, 2004

Geoffrey Redick Senior Account Manager

SUMMARY

Motivated manager adept at networking, moving quickly and accurately, and meeting deadlines in a high-stakes environment.

CORE COMPETENCIES

Public Affairs Communications Strategies — Media Relations & Outreach Strategy — Issue Management — Multimedia Storytelling — Supportive and Opposition Research, Response Tactics

EXPERIENCE

Current – Senior Account Manager, THE BAKER AGENCY, Albany, NY, 6/2021–present

Prior: Public Affairs Manager, Senior Account Executive

- Lead and execute team strategy for client public affairs priorities, including legislative goals, votes, elections and more
- Administer public affairs client accounts and other public affairs-adjacent accounts such as regulatory, education, legal

Past 1 – Senior Political Reporter, ABC 6 NEWS WSYX/WTTE-TV (Sinclair Broadcast Group), Columbus, OH, 1/2018–6/2021

- Covered Governor Mike DeWine & Ohio House/Senate, especially during the COVID-19 pandemic and 2020 election year
- Before politics: led day-of reporting on Westerville, OH police shooting and fallen officers and Dayton, OH mass shooting

Past 2 – General Assignment Reporter, SPECTRUM NEWS, Rochester and Albany, NY, 5/2012–12/2017

- Lead weekday general assignment reporter & fill-in anchor; national network lead for Dannemora prison escape (2015)
- Abundant state & national political reporting in New York & Washington, D.C.

Past 3 – Reporter/Anchor, AM-1490 WBTA RADIO, Batavia, NY, 5/2009 – 5/2012

- Lead dayside radio news reporter/anchor for tri-county area; co-creator of WBTAi.com video coverage

AWARDS

- 2023 City & State Political PR Power 75
- 2020 Ohio Valley Emmy award winner
- 2017 New York Emmy nominee (2)
- 2015-2016 NY Associated Press award-winner (2)
- 2013 Rochester Media Association “Young Professional of the Year”
- 2010 NY Broadcasters Association “Best Feature Story”

SKILLS

Leadership: Task-Oriented, Driven, Invested in Client Success, Resourceful

Project Management: Strategic Planning, Accuracy, Flexibility, Team Building, Mentoring

Communication: Superior Written and Verbal Communication Skills and Presentations, Articulate, Attentive to Detail

Tools and Technologies: Adobe Premiere, Adobe Photoshop, Adobe Audition, Avid, Final Cut Pro 10, Microsoft Office suite, Microsoft Teams, Canva, video camera/audio operation, MailChimp, SharePoint, Zoom

LANGUAGES

Native English

EDUCATION & CERTIFICATIONS

Bachelor of the Arts, Communications Students, Niagara University, Niagara Falls, NY, 2011 (magna cum laude)

Ragan Communications Public Affairs & Speechwriting Certificate, 2024



Sarah Dunlap

Senior Account Executive

SUMMARY

Dynamic and creative communicator with public relations, public affairs, and journalism experience. An engaging leader and collaborator, passionate about communicating an organization's mission and vision across audiences.

SKILLS AND COMPETENCIES

- Excellent Writing, Editing, and Communication Skills
- Policy and Advocacy Experience
- Innovative, Positive, and Resourceful
- Goal-oriented, Strategic Leader

EXPERIENCE

The Baker Agency, Senior Account Executive, Pittsburgh, PA, 10/25 – Present

- Manage and execute strategic initiatives across more than five client accounts in areas including real estate, economic development, and nonprofit, driving media relations and public affairs campaigns.
- Design and implement media relations and communications campaigns to advance clients' achievements and strategic objectives in various areas, including thought leadership and legislative advocacy.
- Develop and deliver high-impact media communications such as press releases, advisories, op-eds, media lists, and pitches, ensuring timely and effective message positioning and client visibility.
- Establish connections with elected officials and business leaders to build partnerships with clients.
- Contribute to new business development, facilitating connections, lead generation, and proposal development.
- *Writing sample:* [Local CEO Sonny Bonacio shares how to navigate unpredictability and thrive in today's real estate market](#)

Allegheny Conference on Community Development, Communications Manager, Pittsburgh, PA, 1/23 – 10/25

- Positioned CEO and leadership team as thought leaders through letters of support, testimonies, interviews, newsletters, speaking engagements, and op-eds, increasing visibility on regional economic solutions.
- Managed communications for major investor and policy events, including annual summits, federal fly-ins, and briefings, including panel strategy, scripting, collateral, invitation outreach, and post-event content.
- Managed downtown revitalization messaging, crafting clear, accessible language for public and private-sector leaders to position downtown as a modern, livable, mixed-use neighborhood becoming aligned with post-pandemic needs.
- Developed communications strategy for organization's energy policy framework, seeking to drive media coverage, stakeholder alignment, and investor confidence in regional leadership and policy initiatives for the energy industry.
- Launched an investor newsletter that elevates organizational thought leadership and delivered focused updates on policy wins, industry momentum, and regional economic progress to strengthen investor engagement and trust.
- *Writing sample:* [At PIT, a Legacy of Innovation Continues \(TEQ Magazine\)](#)

Senator John Heinz History Center, Communications Coordinator, Pittsburgh, PA, 11/21 – 12/22

- Managed media preview of exhibition opening of "Pittsburgh's John Kane: The Life & Art of an American Workman" from media alerts to coordinating interviews and seamless execution.
- Secured media coverage by building relationships with reporters and delivering tailored pitches, including the successful placement on Pittsburgh innovation featuring the History Center's chief historian.

Sarah Dunlap

Senior Account Executive

- Coordinated and staffed media interviews across local, national, and international outlets, helping the History Center in securing more than 500 media clips and more than 135 million impressions in a year.
- Collaborated on content and supported on-site filming for monthly Pittsburgh Today Live segments featuring the CEO, expanding executive visibility and earned media reach.
- Served as the primary communications contact for Meadowcroft Rockshelter and Historic Village and the Fort Pitt Museum, managing media relations, drafting strategic messaging, and overseeing social media content to ensure alignment with organizational priorities and brand voice.
- *Interview Sample:* [TechVibe Radio Explores Pittsburgh Innovations at the Heinz History Center \(TechVibe Radio\)](#)

Scottie Public Affairs, Associate, Pittsburgh, PA, 2/20 – 10/21

- Assisted in developing and refining messaging and CEO communications for two national infrastructure advocacy campaigns and a CSPAN-broadcasted presidential candidate forum, contributing to bipartisan momentum that helped pass the \$1.2 trillion Infrastructure Investment and Jobs Act.
- Managed press file for Vice President Kamala Harris's Child Tax Credit press event, ensuring alignment.
- Secured national press for virtual forum with Second Gentleman Doug Emhoff in support of Paid Leave for the U.S., elevating public understanding of caregiving policies.
- Served as lead copy editor for more than 15 reports/collateral on water infrastructure and advocacy, ensuring accuracy, clarity, and alignment with brand voice and policy positioning.
- Created and led implementation of a cross-departmental style guide for a national client, enhancing message consistency and strengthening team-wide and partner communications.
- Developed CEO talking points for a national media tour supporting the grassroots campaign Imagine a Day Without Water; created and refined advocacy materials including proclamations, social media content, and key messages that elevated campaign visibility and stakeholder engagement.
- *Writing sample:* [Recovering Stronger: A Federal Policy Blueprint \(US Water Alliance\)](#)

Freelance Reporter and Copyeditor, Pittsburgh, PA, 3/19 – 3/22

Various media outlets and contracted clients

- Sourced interviews and developed original story concepts, leading reporting from pitch to publication across arts, business, and health/wellness sectors to inform and engage diverse audiences.
- Translated complex issues into accessible, compelling messages aligned with public interest and organizational voice.
- Produced publication-ready work under tight deadlines, demonstrating adaptability, editorial precision, and sound judgment in fast-paced environments.
- *Writing Sample:* [Pittsburgh Bridges OCD is a new support group for a community in need \(NEXTpittsburgh\)](#)

Pittsburgh Symphony Orchestra, Communications and Media Relations Intern, Pittsburgh, PA, 5/18 – 8/18

- Wrote and created communications materials including email announcements and newsletters to promote the PSO and upcoming performances.
- Assisted in writing press releases, conducting media outreach to generate publicity for concerts.
- Assisted in developing a strategic communications plan to engage media and the Pittsburgh community in live musical experiences.
- Coordinated WQED radio interviews with Conductor Manfred Honeck and featured musicians during live symphony concert.
- *Writing Sample:* [PSO's Gala Star Renée Fleming Sings On A Capital Fourth \(pittsburghsymphony.org\)](#)

Pittsburgh Ballet Theatre, Public Relations and Content Marketing Intern, Pittsburgh, PA, Summer/Winter 2017

- Interviewed ballet dancers and wrote for the PBT blog, creating personalized stories for use in promoting the PBT and school.
- Developed copy for audience guides and promotional campaigns.
- Created social media content and advertising campaigns endorsing the upcoming season.
- Photographed dancers during rehearsals for social media use and assisted photographer in securing photo consent at Ballet Under the Stars at Hartwood Acres.
- Created media lists for targeted article placements in the Pittsburgh, Ohio, and West Virginia regions.
- Assisted at the sensory-friendly performance of The Nutcracker, directing audience members to theatre locations and distributing sensory toys.
- *Writing Sample:* [#BTNutcracker: How a Principal Ballerina Embraces Her Inner Child - Pittsburgh Ballet Theatre](#)



Sarah Dunlap

Senior Account Executive

The Borgen Project, Journalist Intern, Pittsburgh, PA, 6/2017 – 8/2017

- Created and published 21 articles for *Borgen Magazine* and *The Blog* with AP style and SEO optimization.
- Wrote a response letter on poverty to editor, which appeared in *Pittsburgh Tribune Review* (Aug. 8, 2017).
- Conducted a personal fundraising campaign, advocated for poverty reduction legislation and contacted public officials.
- *Writing Sample:* [World Vision Distributes Gifts-In-Kind Donations to Impoverished Countries \(borgenmagazine.com\)](http://borgenmagazine.com)

The Writing Center, Writing Consultant, Nyack College, Nyack, NY, 2/2016 – 1/2020

- Consulted and advised students on the writing process and approach to assignments.
- Worked with leadership toward improving the college's writing culture.
- Wrote and edited marketing materials describing the Writing Center's services and events.

COMMUNITY INVOLVEMENT

Community Advisory Council, Council Member, Pittsburgh Community Broadcasting Corporation, Pittsburgh, PA, 3/25 – Present

EDUCATION

Bachelor of Arts: English Writing, Communications Minor, Nyack College, Nyack, NY, 2018
Graduated Summa Cum Laude; Honors Program, Director's Academic Achievement Award Recipient;
Cumulative GPA: 3.8

SOFTWARE APPLICATIONS

Microsoft Office Suite, Squarespace, Cision, Muck Rack, Meltwater, WordPress, Adobe Creative Suite, Google Studio, Mailchimp, Canva, Social Media (Instagram, Facebook, Twitter (X), LinkedIn, Sprout Social, Loomly, Union Metrics, Etc.

WRITING PORTFOLIO

To view writing samples, visit <https://sgdunlap.journoportfolio.com/>



Linda England

Account Executive

SUMMARY

Linda England brings experience across both agency and in-house communications, with a focus on social media strategy, content development and earned media reporting. At The Baker Agency, she supports a diverse portfolio of clients by managing multi-platform social channels, implementing media monitoring and reporting systems, contributing to business development efforts and helping drive integrated communications strategies.

Prior to joining The Baker Agency, Linda completed internships with global and Fortune 500 organizations, including Airbnb and Jabil. Her work has spanned social and influencer campaigns, media relations, content creation, event support and competitive and industry analysis, with a strong emphasis on data-driven insights and strategic storytelling.

In 2025, Linda earned her Bachelor of Science in public relations from the University of Florida, graduating summa cum laude from a top 10 public relations program and top 10 public university in the United States.

EXPERIENCE

The Baker Agency, Account Executive, St. Petersburg, FL, 12/25 – Present

- Develop monthly social content for clients, including graphics and copy; conduct social audits and develop strategy, publish podcasts, and draft and distribute newsletters while communicating with clients.
- Conducted an internal pre-rebrand social media audit, redeveloped agency social strategy, and assumed primary ownership of Instagram, Facebook, LinkedIn and YouTube channels within first 90 days.
- Built a comprehensive media monitoring search, implemented media hit tracking for 25 clients, and created an internal database and analytics dashboards, distributing daily internal reports on client media coverage.
- Support business development through strategic networking in the Tampa Bay market.

Jabil, Public Relations & Social Media Intern, St. Petersburg, FL, 5/25 – 8/25

- Drafted a global award media alert for Fortune 500 company Jabil, supporting both local and global media relations efforts
- Wrote tailored social media copy for LinkedIn, Instagram, and Employee Advocacy by Sprout Social
- Produced a National Intern Day video distributed on Jabil's social channels and served as editor on the Intern Yearbook Committee
- Conducted a qualitative competitive analysis of Jabil's key industry competitors by reviewing investor calls and 150+ earned media stories, extracting messaging insights and identify positioning trends

Airbnb, Communications Intern, San Francisco, CA (Remote), 5/24 – 8/24

- Collaborated with internal teams and agencies to support influencer activations for Airbnb's Icons product launches
- Analyzed social media KPIs for 100+ mega- and macro-influencer partners, researched and vetted influencers, and monitored data leveraging CreatorIQ, preparing comprehensive reports to optimize ROI and campaign strategies
- Managed inbound influencer requests and contributed to the global communications calendar for cross-functional use
- Presented a detailed competitor social analysis to inform and enhance Airbnb's social strategy with actionable insights



Linda England

Account Executive

UF Health, Marketing Intern, Gainesville, FL, 2/24 – 5/24

- Created and edited diverse content for internal and external audiences, including web page copy, blog posts, social media posts, physician bios, and promotional materials to bolster online presence, aligning with communication strategies
- Assisted with media assets, client meetings, photo and video shoots, special events and project management
- Optimized a specialty web page leveraging MarketMuse for SEO, elevating the content score from 17 (target 38) to 52
- Increased organic Facebook engagement by 36% (to 92K), reach by 2.5% (to 256K) and page likes by 126% in 90 days

EDUCATION

Bachelor of Science: Public Relations, University of Florida, Gainesville, FL, 2025

Graduated Summa Cum Laude; College of Journalism and Communications Scholarship; Cumulative GPA: 3.88

Associate of Arts: Business Administration, Santa Fe College, Gainesville, FL 2023

Santa Fe College Hall of Fame, Honors Program, Student Ambassador Program & Scholarship; Cumulative GPA: 3.89



Pierre Zellner

Videographer

SUMMARY

Filmmaker covering every aspect of a video creation from pre-production to post-production.

CORE COMPETENCIES

Director of Photography / Camera Operating / Certified Drone Operator / Video editing / Color grading / Directing / Sound Mixing / Livestream / Motion and Graphic Design / Screenwriting / Client liaison and communication / Team managing (production and post-production)

EXPERIENCE

Videographer, THE BAKER AGENCY, Albany, NY, 8/2023 – present

- Producing corporate, commercial, social media, event reports, lifestyle, and documentary films for Baker PR clients.

BROADWAY.COM/THE JOHN GORE ORGANIZATION (New York, NY) 01/2023 - 08/2023 Videographer/Video Editor/Graphic and Motion designer

- Operate camera, set up lights and sound, and final editing for multiple interviews and human-interest videos per week featuring prominent Broadway personalities for The Broadway Show, a syndicated television and internet show.
- Editing and color grading numerous hours of videos for Broadway Across America in preparation for their 2023 national season.

FREELANCE VIDEOGRAPHER (Greater Albany, NY) 12/2021 - 01/2023

Director of Photography and Postproduction

- Clients include Albany Patroons basketball team, Albany Empire football team, Albany Law School, Troy Savings Bank Music Hall, Real estate firms, Blackfield Management, social media influencers, Downtown Albany Business Improvement District

CLEO PRODUCTIONS (Paris, France) 05/2019 - 12/2021

Director of Postproduction/Director of Photography

- Production and postproduction lead for corporate and commercial videos, music videos, narrative films, documentaries, training videos, and more
- Experience on over 100+ projects in various roles including managerial roles



Pierre Zellner

Videographer

ADVANCED SOFTWARE SKILLS

Premiere Pro, DaVinci Resolve, After Effects, Photoshop, Audition, Character Animator, Microsoft Office suite, Microsoft Teams, Canva.

EQUIPMENT

Sony FX3, Blackmagic 6k cameras and accessories, Drone DJI Mini 3, Sony GM Master and Zooms Sigma art lenses, gimbal, professional lights, wireless and shotgun microphones, slider, professional editing station.

LANGUAGES

Native French

English

EDUCATION & CERTIFICATIONS

3IS Bordeaux (France) 2009 - 2011

Degree: Audiovisual Technician and Director

- Courses in film theory, video editing, lighting, and sound
- Upon graduation, I taught camera operating and film history classes to freshmen for one year

Emily Fogelman

Graphic Designer

SUMMARY

Graphic designer with 21 years of experience creating meaningful and effective print and digital designs. Known for attention to detail, creative solutions, project management skills, and a passion for exceeding expectations.

CORE COMPETENCIES

Graphic Design

EXPERIENCE

Graphic Designer – The Baker Agency, Albany, NY, September 2009 – present

- Design a wide variety of graphics for Baker PR clients including logos, brand identities, print materials, and social media graphics.

Freelance Graphic Designer, Elizabethtown, PA, March 2009 – present

- Create graphics for a range of clients including Pennsylvania Homecare Association, Home Care Association of America, Pennsylvania Radiological Society, Pennsylvania Court Reporters Association, Konhaus Marketing, Lower Paxton Township, real estate agents, printing and marketing companies, and restaurants.

Design Specialist – Land Title Guarantee Company, Denver, CO, October 2004 – March 2009

- Designed direct mail postcards and listing brochures for real estate professionals.
- Created a new line of templates that were used by hundreds of real estate agents.
- Supported Creative Director of Marketing with corporate marketing.

SKILLS

Software Skills: Adobe InDesign, Adobe Illustrator, Adobe Photoshop, Microsoft Office suite, Microsoft Teams, Canva, WIX, Constant Contact, MailChimp, SquareSpace

Design Skills: Logos, Branding, Print Materials, Social Media Graphics, Photo Editing, Typography, Infographics, Packaging Design, Editorial Design

LANGUAGES

Native English

EDUCATION & CERTIFICATIONS

Digital Design Diploma, Art Institute of Pittsburgh Online Division, 2009

BA in Psychology, The Pennsylvania State University, 2004

3.1 Experience - Case Studies



Albany Capital Center



Public Relations, Media Relations, Social Media, Marketing, Advertising, Video

Industry: Tourism

Target markets: Meeting and event planners, associations and trade groups, corporations, sports groups, government agencies, nonprofit and community organizations, exhibitors and tradeshow organizations and educational institutions.

Established by the New York State Legislature in 2004, the Albany Convention Center Authority (ACCA) oversaw the development and construction of the Albany Capital Center (ACC), which has been in operation since 2017. In January 2024, Monica Kurzejeski became Executive Director/CEO and led the Authority in launching an ambitious expansion project to nearly double the ACC's size by incorporating a neighboring historic building on State Street.

Since 2016, The Baker Agency has managed the ACC's communications and highlighted the venue's economic impact on downtown Albany. In the past two years, the focus intensified around promoting the ACC's major expansion.

The Challenge:

The ACC faced challenges with brand awareness and engagement amid competition from regional convention centers and event venues. The Authority sought to differentiate itself and its work among a number of local, regional and state government entities in Albany and the Capital Region. Throughout the expansion approval process, both the Authority and the ACC aimed to raise its profile and ensure its perspective was recognized.

Our Approach:

To address these challenges, The Baker Agency engaged local and regional media, stakeholders and the public to communicate the ACCA's mission and vision as it related to the expansion. Our strategy utilized established media and community relationships to emphasize the expansion's economic benefits and innovative partnership between local and state government offices and municipalities. Our team launched a quarterly ACCA e-newsletter, introducing Monica Kurzejeski and the Authority's mission to stakeholders across the region. We also built relationships with elected officials and tourism and hospitality leaders at the local, state and regional level, including connections in the Capital Region and Pittsburgh. A detailed workplan was developed to highlight key milestones and dates, keeping the expansion top-of-mind for the press and local community through earned media, events, advertising, marketing materials and more.

3.1 Experience - Case Studies



Albany Capital Center



The Results

The ACCA moved rapidly from planning and design to financing, regulatory approvals and construction, culminating in a groundbreaking event on October 16, 2025, just a year after project initiation. Within two years of Kurzejeski's appointment, The Baker Agency organized three major events: a panel on women in sports alongside the NCAA Women's Basketball Tournament in March 2024, a celebration of local cultural events in October 2025 and the groundbreaking for the ACC expansion. The ACCA newsletter, launched in spring 2024, has shown strong subscriber growth and engagement, with open rates nearing 60% and double-digit click-through rates well above industry averages.

The Baker Agency has consistently secured extensive local, regional, and national media coverage for the ACC over the years. Local placements include the Albany Business Review, Times Union, Spectrum News, WTEN, WNYT, CBS6 and WAMC. Regionally, stories about the ACC have appeared in outlets across the Capital Region and throughout New York state, while national coverage has featured the ACC in respected trade publications such as Exhibitor Magazine, Business View Magazine and Smart Meetings.

3.1 Experience - Case Studies



Advance Albany County Alliance



Integrated Communications

Industry: Economic Development

Target audiences: Businesses and investors, entrepreneurs and startups, real estate developers, community stakeholders, existing Albany County businesses.

Advance Albany County Alliance is a leading economic development organization in New York's Capital Region, dedicated to fostering growth, investment and prosperity across Albany County. In partnership with The Baker Agency, the Alliance sought to enhance its public profile, engage stakeholders and effectively communicate its achievements and initiatives to a diverse audience.

The Challenge

As Advance Albany County Alliance expanded its programming and outreach, the organization faced the challenge of conveying its wide-ranging impact while maintaining consistent, compelling messaging across multiple platforms. The Alliance needed to showcase its successes, attract new partners and keep stakeholders informed, all while navigating a competitive media landscape and increasing expectations for transparency and engagement.

Our Approach

To address these objectives, The Baker Agency developed and executed a comprehensive communications strategy. Our team crafted the Advance Albany County Alliance annual report for two consecutive years, illustrating key accomplishments with compelling content and design. In addition, monthly e-newsletters were produced and distributed to keep stakeholders informed and engaged. The Baker Agency secured strategic media coverage by highlighting the Alliance's initiatives and success stories, positioning the organization as a thought leader in economic development. The agency also planned and managed events including businesses Ecovative, Faith Creative Names and Eckert Mechanical, the inaugural Albany County Arts and Culture Grant Awards program, and partnership with the Office of Governor Kathy Hochul on the demolition kickoff for Albany's Central Warehouse – all of which elevated the Alliance's presence and facilitated meaningful connections with community and business leaders. Finally, engaging video content and social media campaigns were produced to extend the Alliance's reach and amplify its message across digital channels.

3.1 Experience - Case Studies



Advance Albany County Alliance



Results

The Baker Agency's integrated approach delivered measurable results. Engagement with stakeholders increased through consistent, high-quality communications, including the 2023 annual report which won a Capital Region MARCOM award for best printed publication. Public awareness and media coverage of the Alliance's initiatives were enhanced, resulting in stronger community relationships. Major public and media relations were successfully executed, highlighting the Alliance's leadership in economic development. Additionally, a robust digital presence was achieved through video and consistent social media content, driving growth in online followers and newsletter subscribers. Through this partnership, the Alliance has strengthened its position as a catalyst for economic growth, with communications and outreach that match its impact.

3.1 Experience - Case Studies



Mask Up Saratoga



Marketing, Social Media, Public Affairs, Media Relations

Industry: Healthcare

In 2020, the City of Saratoga Springs retained The Baker Agency for a multimedia marketing campaign aimed at increasing awareness, education and enforcement of the New York State Mask Mandate for public safety purposes during the COVID-19 pandemic.

The Challenge

The campaign, which The Baker Agency branded “Mask Up, Saratoga Springs!” included various collaborative partnerships with city and county officials, local businesses, residents and visitors to ensure consistency throughout the community. Our team created a comprehensive marketing plan incorporating the New York State Department of Health’s COVID-19 standards while promoting the city’s rich history of Health, History and Horses.

Our Approach

The Baker Agency designed and branded the “Mask Up, Saratoga” campaign using the city as inspiration. Themes included horse racing, natural springs and the city's affinity for the arts, specifically ballet. The design also complemented city signage, mimicking its Victorian era inspiration. Content promoted mask-wearing, hand washing and social distancing.

To build credibility, our team coordinated and produced [a series of public service announcements featuring well-known local figures](#) such as dignitaries, store owners and doctors from the local hospital and other influential figures. These promotional pieces were used on the city's social media platforms and provided each participant in the public service announcement (PSA) series with an opportunity to share the videos. The Baker Agency also drafted monthly social media editorial calendars featuring PSA videos, campaign graphics, photos, and sharable and downloadable marketing materials in support of the city's campaign – such as posters and kid's coloring pages.

3.1 Experience - Case Studies

B

Mask Up Saratoga

MASK UP, 
SARATOGA SPRINGS!



Results

There was no formal survey or observation completed regarding whether mask-wearing was affected by the campaign. However, the popularity of the well-received campaign was apparent in anecdotal and other evidence. Despite placing the signs around the city during a charged period in politics and public health, no reports of vandalism came to light. Many businesses asked to buy additional signs from the city; our agency used the toolkit created for the campaign to help distribute the additional branded signage. More than a year after the campaign began, the signs remained in Saratoga Springs and unsolicited selfies with people and the signs were gathered on social media. Additionally, local advocacy groups even took the template and made their own version, including a local rowing organization. The videos The Baker Agency created and published received more than double the average number of views on the city's Facebook page.

3.2 Experience – Client Media Events



In 2025 and 2026, client The NRP Group completed and opened two impactful developments, Hudson on Nine in Bethlehem and Reserve at Saratoga Springs, each addressing critical housing needs for working families, seniors and veterans. These projects required strong coordination with municipal stakeholders, elected officials, and community partners, particularly in environments involving public scrutiny and regulatory complexity. **The Baker Agency** provided comprehensive support ribbon cuttings and grand opening events in Albany County and Saratoga County. Services included media relations, development of press materials and advisories, coordination with local and state elected officials, and full event production. Our team created detailed run-of-show documents, drafted talking points for key speakers, secured media attendance, and managed all logistical elements such as staging, signage, audio equipment, photography, videography, and vendor coordination.

**Homes and Community Renewal**

Media Contact:
Geoff Redick | Baker Public Relations
O: 518.426.4099 | M: 585.297.2453
geoff@bakerpublicrelations.com
www.bakerpublicrelations.com

FOR IMMEDIATE RELEASE
January 20, 2026

Town's First Affordable Veteran and Family-focused Supportive Housing Development to Celebrate Ribbon Cutting in Bethlehem

WHAT: The NRP Group is proud to celebrate the grand opening and ribbon cutting of Hudson on Nine in Bethlehem, delivering high quality, cost-effective homes in Bethlehem's first-ever affordable housing community focused on veterans and families. Hudson on Nine offers 72 workforce housing units and supportive services, including specific set-asides for disabled veterans facing homelessness. In only three months it has been rented to full capacity, as of December 31, 2025.

This milestone project was made possible through a strong collaboration with Governor Kathy Hochul and the New York State Housing Homes and Community Renewal, whose leadership brought this vision to life as part of the Governor's five-year, \$25 billion Housing Plan.

The event will feature remarks from partners and officials, and will include opportunities to speak with those involved in the project's development.

WHEN: Thursday, January 22 – 11 a.m.

WHERE: Hudson on Nine
5 Farm View Drive
Selkirk, N.Y. 12158

WHO: **Jonathan Gertman**, Senior Vice President of Development, The NRP Group
Darren Scott, Director of Development – Upstate East, New York State Homes and Community Renewal
Senator Patricia Fahy, 46th Senate District
Daniel P. McCoy, Albany County Executive
David VanLuvan, Bethlehem Town Supervisor
Bruce Buckley, CEO, Soldier On
Maria Markovics, Housing For All
Residents and stakeholders, including local veterans groups

About The NRP Group: The NRP Group is a vertically integrated developer, owner, builder, and manager of best-in-class multifamily housing with a mission to create exceptional rental housing



3.2 Experience - Client Media Events



The Baker Agency client Advance Albany County Alliance partnered with the Albany County Executive to present a check to local researcher/manufacturer Ecovative, commemorating the county's \$1.68 million investment in the expansion of Ecovative's innovative line of popular mushroom-based vegan bacon. **The Baker Agency** was responsible for full-scope event and partner management, RSVP for VIP's, event photography and media relations.



Media Contact:
Geoff Redick | Baker Public Relations
O: 518.426.4099 | M: 585.297.2453
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www.bakerpublicrelations.com

FOR IMMEDIATE RELEASE
March 27, 2025

Advance Albany County Alliance Marks Historic Investment in Ecovative
\$1,681,000 commitment to fast-growing research, development and manufacturing business reflects County's sustainability goals

Photos from event and tour of Ecovative [available here](#).

GREEN ISLAND, N.Y.—The Advance Albany County Alliance, its partner agencies and Albany County government officials today presented Ecovative with a ceremonial \$1,681,000 check, commemorating the County's largest investment to date in sustainable research and manufacturing.

The check presentation was held next to Ecovative's newest packaging line for MyBacon: an award-winning plant-based bacon from MyForest Foods, a spinout company of Ecovative, which is farmed, prepared and packaged at Ecovative's 180,000-square-foot facilities in Green Island. The expanded packaging line is a direct result of funding provided by Albany County.

"Albany County has always been a place where bold ideas take root and thrive. Ecovative is a perfect example, harnessing the potential of mycelium to create alternatives to some of the most environmentally taxing industries including food, fashion and packaging," said Albany County Executive Daniel P. McCoy. "This historic investment is about embracing innovation while strengthening the local economy and creating jobs. It also underscores our commitment to the environment and sustainable development. Together with the Advance Albany County Alliance, we will continue to ensure Albany County remains a leader in forward-thinking industries."

In 2024, Ecovative received a \$681,000 grant from Albany County's Sustainable Technology and Green Energy (STAGE) Grant Program. In 2025, with assistance from Advance Albany County Alliance, Ecovative also closed on an additional \$1,000,000 low-interest loan from the county. The \$1,000,000 is the largest-ever disbursement from the twenty-million dollar AI Tech Loan Fund, administered through the Albany County Business Development Corporation (ACBDC). Altogether, the funding is expected to create 160 new local jobs over the next five years through the expansion of packaging facilities for MyBacon.

"Ecovative represents everything the STAGE Grant Program seeks to support: a growing, sustainable and industry-redefining business that creates jobs and prosperity for Albany County," said Advance Albany County Alliance CEO Kevin O'Connor. "The factors that made Ecovative a perfect STAGE grant applicant also boosted its case for receiving the largest-ever loan from the AI Tech Loan Fund. I am proud of my team for working tirelessly to see both of



3.2 Experience - Client Media Events



The Baker Agency supported Bonacio Companies through integrated communications and event management, including the South Street Apartments groundbreaking and media tour in Glens Falls. Our team led media outreach efforts, coordinated interviews, and secured coverage that elevated the project's visibility. For the event, **The Baker Agency** managed all planning and production elements, including development of the run-of-show, coordination with elected officials and project stakeholders, preparation of speaker talking points, and oversight of on-site logistics such as staging, signage, and vendor management.



Media Contact:
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O: 518.426.4099 | M: 585.297.2453
geoff@bakerpublicrelations.com
www.bakerpublicrelations.com

FOR IMMEDIATE RELEASE
October 13, 2025

Glens Falls Downtown Revitalization Continues with Groundbreaking on the New South Street Apartments

WHAT: Bonacio, the leading development, construction, luxury home builder and residential management company in New York's Capital Region and North Country, will welcome elected officials, supportive housing partners and project sponsors to break ground on Phase 2 of its continuing transformation in the City of Glens Falls.

The South Street Apartments is a 70-unit mixed-income, mixed-use housing initiative designed with affordability and disability support services in mind. In addition to 1, 2 and 3-bedroom apartments, the development will also house SUNY Adirondack on the first floor with a commitment to provide on-site workforce training programs. South Street Apartments will be located across the street from Bonacio's Market Square project, which represents Phase 1 of the City of Glens Falls' program of downtown revitalization and is currently under construction.

Governor Kathy Hochul, New York State Homes and Community Renewal and the City of Glens Falls made this project possible. Additional key partners include NBT Bank, M&T Realty Capital, Red Stone Equity, SAIL, CWI, WAIT House and SUNY Adirondack.

WHEN: Wednesday, October 15 – 1 p.m.

WHERE: The 'ED' Events Downtown Center
57 South Street
Glens Falls, N.Y. 12801

WHO: **Sonny Bonacio**, CEO, Bonacio
Larry Novik, president, Bonacio Development
Darren Scott, upstate east director of development, NYS Homes and Community Renewal
Senator Daniel Stec, 45th Senate District
Assemblywoman Carrie Woerner, 113th Assembly District
Bill Collins, mayor, City of Glens Falls

About South Street Apartments: The South Street Apartments project is a transformative mixed-income, mixed-use housing initiative located in downtown Glens Falls, N.Y. Designed to complement the city's Downtown Revitalization Initiative (DRI), the development will replace underutilized land with a vibrant new residential and community anchor.



3.3 Experience - Testimonials



“

Working in partnership with the Baker Public Relations team has helped elevate our media outreach and overall presence in the region. The team has provided our organization with expertise in public and media relations, as well as event management which has enhanced our activities and taken them to the next level.

Sarah Brown

Director of Corporate Communications
Evoqua Water Technologies

“

Beyond their exemplary performance, Baker Public Relations has gone above and beyond by facilitating a key introduction to the Tampa Bay Economic Development Council (EDC). This connection has been instrumental as we plan our business expansion into the Tampa Bay Area in 2026. Their proactive approach and deep regional network have provided us with critical insights and opportunities to establish a strong foothold in the region. We wholeheartedly recommend Baker Public Relations for any project or partnership.

Taleb Hammad, B.Sc. Pharm, MHA, DBA HC, ACMPE, PMP.
Executive Director
Saratoga Ophthalmology

“

Baker Public Relations has been an invaluable partner in helping Advance Albany County Alliance communicate our mission, progress and impact in economic development. Their work on our Capital Region MARCOM award-winning 2023 Annual Report set a new standard for how we tell our story to stakeholders and the public. Since then, our continued retainer relationship has only deepened our appreciation for Baker's strategic insight, creativity and professionalism.

Kevin O'Connor

CEO
Advance Albany County Alliance

3.4 References



ALBANY CAPITAL CENTER

Shannon Licygiewicz, CEM, General Manager

Email: shannon.licygiewicz@albanycapitalcenter.com

Phone: (518) 487-2009

THE NRP GROUP

Jonathan Gertman, Senior Vice President of Development, Northeast

Email: jgertman@nrpgroup.com

Phone: (646) 330-7903

BONACIO COMPANIES

Sonny Bonacio, CEO

Email: sonny@bonacio.com

Phone: (518) 584-9007

4. Plan Implementation



OVERVIEW

Albany County is seeking a qualified communications partner to support the Office of Albany County Executive Daniel P. McCoy and Advance Albany County Alliance for integrated marketing, media relations, social media management, video production and podcast production services. This campaign requires a firm with demonstrated experience in local and county-level economic development to advance priorities and deliver tailored messaging to promote key projects and long-term initiatives in the county.

OBJECTIVE

The Baker Agency will deliver a class-leading integrated campaign delivering meaningful change and growth in Albany County's standing as an economic development leader and business destination. Taking advantage of our team's strong roots in local and regional journalism, high quality video and audio production services and knowledge of the client from multiple short- and long-term projects and retainers, The Baker Agency will assist ongoing Albany County efforts while augmenting with new approaches and strategies, continuously pressure testing and refining efforts to improve and expand Albany County's visibility in the region, state and nation.

SCOPE OF WORK

To complete the services outlined herein, The Baker Agency proposes a 12-month campaign to begin with a comprehensive launch meeting within two weeks of contract. The Baker Agency's approach to delivering the desired comprehensive communications strategy is outlined below:

4.1 MARKETING

The Baker Agency will provide comprehensive marketing support designed to elevate Albany County's economic development initiatives and strengthen communication with key audiences. Our approach combines strategic messaging, high-quality content development and performance tracking to ensure all efforts are cohesive, effective and aligned with County priorities.

We will develop and manage a quarterly external newsletter using Constant Contact, working closely with the County to define content themes that highlight economic development progress, business opportunities, major projects and County initiatives. Each edition will be structured to balance accessibility with substance, ensuring it resonates with residents, elected leaders, stakeholders and the business community both local and outside the county. The Baker Agency will work with Advance Albany County Alliance and the Office of the Albany County Executive to gather content for the newsletter, oversee content and design, review copywriting and distribute to all interested and subscribed parties.

Following each newsletter distribution, we will provide analytics reporting from Constant Contact which evaluates performance metrics such as open rates, click rates, audience engagement and content effectiveness. These insights will inform ongoing refinements to improve newsletter content, reach and impact over time.

Please see "4.4 Video and Creative Services" section below for details on "work on video commercial campaigns which may include, but is not limited to, shooting video, editing and script writing."

4.2 MEDIA RELATIONS

The Baker Agency will design a proactive media relations program to maintain momentum and elevate the visibility and narrative around economic development in Albany County. We will develop a comprehensive "story arsenal" that identifies and organizes key economic priorities into timed pitches through the year. Additionally, special projects and announcements that come up on timed intervals through the fiscal year will be handled on a case-by-case basis as instructed and permitted by Advance Albany County Alliance and the Office of the Albany County Executive.

4. Plan Implementation



The Baker Agency will manage and assist with full-scope proactive media outreach, including drafting and distributing press releases and media advisories, as well as conducting targeted pitching to secure coverage. We will tailor messaging and outreach strategies to align with the County's communication preferences to ensure that media coverage is both strategic and appropriately positioned.

The Baker Agency will also provide preparation and support for media interviews, including message development, talking points and briefing materials to ensure County representatives communicate clearly and confidently across all engagements.

To measure effectiveness and maintain awareness of public perception, we will conduct ongoing media monitoring and provide regular reporting. This will include tracking coverage, identifying trends and recommending adjustments to strengthen future media relations efforts.

Our media strategy will include:

- *Regular Collaboration & Brainstorming:* Ongoing consultation with Albany County and Advance Albany County Alliance leadership to identify timely, compelling story pitches that will highlight Albany County's action on specific projects and in overall economic strategy.
- *Targeted Media Engagement:* Proactively engaging local, regional and national journalists covering economic development, site selection, business and corporate news, family wealth management publications and more. We will ensure Albany County is top-of-mind for economic development journalists, site lists and power lists, individual and industry recognitions and in target publications that drive the narrative of the opportunities for growth in a mid-sized and growing American county.
- *Pitching Exclusive Media Opportunities:* When prioritized and possible, coordinating special visits and feature stories with key media outlets, including in-depth interviews with Albany County Executive Daniel P. McCoy, Advance Albany County Alliance CEO Kevin O'Connor, and other county and local corporate leaders.
 - *Pitching Op-Eds and Contributed Content:* The Baker Agency is staffed with skilled writers and adept at placing contributed articles and op-eds in newspapers, websites and publications in nearly any market.
- *Crisis & Rapid Response Communications:* When necessary, The Baker Agency will assist in quickly responding to breaking news, policy changes, narrative shifts and other actions affecting economic development and other County priorities.

4.3 SOCIAL MEDIA MANAGEMENT

The Baker Agency will contribute content and co-manage the social media presence of Advance Albany County Alliance, focusing on economic development content, successes of Alliance-managed entities ACIDA, ACBDC and ACCRC, and on promotion of Albany County as a business locator destination.

We will develop monthly content calendars that outline planned posts across Facebook, Instagram and LinkedIn, maintaining a cadence of 1-3 posts per week, per platform. As in the past, The Baker Agency will design content around key priorities such as advanced manufacturing, shovel-ready sites, low-interest loans and grant awards to support business and the arts, major project updates on initiatives such as the Central Warehouse demolition and the redevelopment of 106 South Pearl Street in Albany, and more as needed. We maintain a list of partner organizations to tag in related posts such as Governor Kathy Hochul, Empire State Development and other state and local partners.

All content will be scheduled and managed through the Loomly social media management platform according to workflows established with Advance Albany County Alliance and the Office of the County Executive, including review and approval processes prescribed by Alliance and County staff.

4. Plan Implementation



On a quarterly basis, The Baker Agency will provide analytics reporting that evaluates performance across platforms, including engagement, reach, audience growth and content effectiveness. Each report will include actionable recommendations to optimize strategy, improve engagement and better align content with audience interests and County priorities.

Please see “4.5 Podcast Production” section below for details on “taping, editing and promotion of monthly podcasts.”

4.4 VIDEO AND CREATIVE SERVICES

The Baker Agency offers comprehensive video production services tailored to amplify Albany County's economic development message and mission. Our team is equipped to manage all phases of video production, from concept development through final delivery, ensuring that each asset meets the highest standards of quality and strategic alignment.

Our video production capabilities encompass the full production lifecycle and are designed to support a wide range of marketing and promotional needs, including but not limited to:

Pre-Production & Creative Development

- Concept development and creative direction aligned with Albany County's messaging goals
- Scriptwriting for promotional videos, marketing campaigns and commercial spots
- Storyboarding, shot list and production planning
- Talent coordination, location scouting and scheduling

Production

- On-location and studio video shooting using professional-grade equipment
- Multi-camera setups
- Direction of talent, interviewees and stakeholders on camera
- Lighting and audio capture in accordance with broadcast and digital distribution standards

Post-Production & Editing

- Professional video editing, color correction and audio mixing
- Motion graphics, lower-thirds and title card design
- Format optimization for multiple distribution channels, including broadcast, digital and social media platforms
- Review rounds and revisions in collaboration with Albany County

Marketing & Commercial Campaigns

The Baker Agency will develop and execute video-driven marketing and commercial campaigns that position Albany County as a premier destination for business, investment and economic growth. Campaign deliverables may include long-form brand videos, short-form digital spots, testimonial features, event recaps and targeted promotional content. All campaign concepts will be developed in close coordination with Albany County to ensure alignment with overarching communications objectives.

Our team provides full scriptwriting services for all video content. Scripts are developed through a collaborative process that incorporates Albany County's messaging priorities, intended audience and distribution context. The Baker Agency will deliver script drafts for review and approval prior to production, with revisions incorporated as agreed upon in the project workflow.

4. Plan Implementation



Examples of our recent work include (click on [TEXT](#) for more):

SHORT-FORM COMMERCIAL - Hamilton Parc 55+ Active Adult Living: ["WELCOME HOME" TV COMMERCIAL](#)

LONG-FORM COMMERCIAL/MARKETING - Albany Capital Center: [SALES VIDEO](#)

EVENT RECAP - Bonacio/Julie & Co. Realty: [THE WALDORF OPEN HOUSE](#)

EVENT RECAP - Advance Albany County Alliance: [CENTRAL WAREHOUSE EVENT RECAP](#)

LONG-FORM BRAND - St. Pete Chamber of Commerce: ["HERE TO STAY" CAMPAIGN](#)

LONG-FORM BRAND - SUNY Schenectady: [E-SPORTS ARENA PROMOTION](#)

4.5 PODCAST PRODUCTION

The Baker Agency will produce a branded podcast series on behalf of Albany County, designed to promote economic development of Albany County by highlighting success stories and providing behind-the-scenes narratives on significant deals and investments within the region. The goal will be to gain listenership and also to provide additional value through two different means:

1. Providing an additional outlet of information to local journalists that could contribute to follow-up coverage on economic development stories or other priorities
2. Burnishing Albany County's reputation as easy and friendly to work with on various economic development fronts

The name and design concept of the podcast and its content will be "Getting The Deal Done." Prospective logo and brand:



Through a professionally structured production process at The Baker Agency's creative studio, each episode will connect audiences with the people and decisions driving Albany County's growth.

Total Episodes: 24 episodes, released on a bi-monthly schedule (two per month)

Episode Format: Each episode will follow a consistent, professionally produced structure:

- Introduction, Industry Context: A scripted opening segment establishing the importance of the featured industry sector to Albany County's economic landscape

4. Plan Implementation



- Guest Interview: A dynamic interview segment with a guest directly connected to the featured deal or project. We will draft a curated list of suggested questions for each episode's guest interview
- Conclusion: What's on the Horizon: A scripted closing segment that highlights future opportunities, key takeaways and outlook for the industry sector

Hosts will rotate and will include County Executive Daniel P. McCoy and Advance Albany County Alliance CEO Kevin O'Connor.

Host Training: The Baker Agency will provide recommended on-camera and on-microphone training for all hosts to ensure a polished and professional delivery across all episodes.

The Baker Agency will manage all aspects of podcast production, including:

- Script development for introduction and conclusion segments
- Pre-production planning and guest coordination
- Audio and video recording, editing and post-production
- Distribution to major podcast platforms and integration with the Alliance's social media channels
- Drafting of suggested guest interview questions for each episode

Initial Creative Development, Graphics and Music: prior to the production of the first episode, The Baker Agency will complete a dedicated phase of initial creative development, encompassing the design of all podcast graphics as well as the selection of theme music and audio branding elements. Graphics will be created to reasonably comply with ADA standards. Once finalized and approved, these assets will serve as a permanent template applied consistently across all 24 episodes, ensuring a cohesive and professional identity for the series from launch through completion. This initial creative development phase is estimated at two days of work and is a one-time effort.

Production Timeline: the estimated time allocation on a per-batch basis, with batches averaging two to three episodes:

- Pre-production (scripting, planning, guest coordination): 1 day per 3 episodes
- Production (studio recording): 1 day per 3 episodes
- Post-production (editing, mixing, color grading, distribution): 1.5 days per 3 episodes

All podcast episodes will be produced in a purpose-designed set within The Baker Agency's studio. Set design elements, including equipment, backdrop, furniture and relevant props will be developed in partnership with Albany County.

Examples of our recent podcast work include (click on TEXT for more):

Alzheimer's Disease Caregiver Support Initiative: [The "Let's Not Forget" Podcast](#)

NYSOCFS: [Rooted in Solutions, Growing Futures Podcast](#) | [Elevating Fatherhood Voices](#)

The Baker Agency: [INFLUENCEHER](#)

5. Cost Proposal



MARKETING, MEDIA RELATIONS, SOCIAL MEDIA MANAGEMENT, VIDEO PRODUCTION & PODCAST PRODUCTION

- \$10,708 monthly

TOTAL 12-MONTH* INVESTMENT: \$133,500**

*with option for annual contract renegotiation

**includes \$5,000 stipend for estimated annual reimbursables (printing, vendor costs, etc.)

Estimated Contract: May 1, 2026 - April 30, 2027	
Comprehensive Investment Outline	Total
Blended Hourly Rate: \$185	
Graphic Design Hourly Rate: \$150	
Services:	
Marketing, Media Relations, Social Media Management	\$ 128,500
Total Services*:	\$ 128,500
Monthly Retainer Invoice:	\$ 10,708
Estimated Reimbursables**	\$ 5,000
Total Proposed Investment:	\$ 133,500
*Services invoiced via monthly retainer billings	
**Costs for vendors, services or materials such as printing, mailing, delivery services or similar items not currently itemized	
This is an irrevocable offer for a period of ninety (90) days from Proposal opening date	

TERMS AND FEES

This contract starts upon execution of the agreement, and the program will continue for a term of 12 months with the option to renegotiate for two additional 12-month terms. The contract may be terminated by either party upon 45 days written notice. The Baker Agency's fees are based on an hourly rate of \$185. Invoices will be delivered electronically at the first of each month. Payment terms are net 30 days. Any non-video work outside the scope of services herein will be billed at a blended hourly rate of \$185. Graphic design work outside the scope of the agreement will be billed at an hourly rate \$150. Any and all additional costs will be preapproved by the client before work begins.

NEXT STEPS

Once the scope of work is agreed upon, The Baker Agency will provide a Letter of Agreement for both parties to sign. We will then schedule a launch meeting to begin and formalize our engagement. Please contact CEO Megan Baker should you have any questions at megan@TheBakerAgencyInc.com.

We appreciate the opportunity to work with you and look forward to a mutually beneficial relationship.

5. Cost Proposal

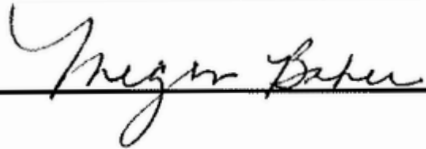


COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Marketing, Media Relations & Social Media Management
RFP Number: 2026-058

COMPANY:	<u>Baker Public Relations, Inc.</u>
ADDRESS:	<u>350 Northern Boulevard, Suite 201</u>
CITY, STATE, ZIP:	<u>Albany, NY 12204</u>
TEL. NO.:	<u>518-426-4099</u>
FAX NO.:	<u>N/A</u>
FEDERAL TAX ID NO.:	<u>26-1088802</u>
REPRESENTATIVE:	<u>Megan Baker</u>
E-MAIL:	<u>megan@bakerpublicrelations.com</u>
SIGNATURE AND TITLE	<u> /Founder & CEO</u>
DATE	<u>March 30, 2026</u>

6. Mandatory Documentation

B

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.

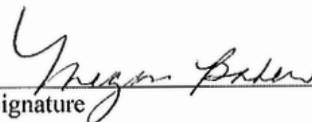
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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.

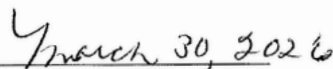
B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, 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

Founder & CEO

Title

Baker Public Relations, Inc.
Company Name


Date

6. Mandatory Documentation

B

ATTACHMENT "B" ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

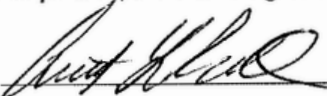
Commission Expires _____

If Corporation:

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

On this 27th day of March, 2026, before me personally appeared Megan Baker to me known, who, being by me sworn, did say that he resides at (give address) 350 Northern Blvd, Suite 201; that she is the (give title) Founder & CEO of the (name of corporation) Baker Public Relations, Inc, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

ANTHONY D. LAPOINTE
Notary Public, State of New York
No. 01LA6261925
Qualified in Warren County
Commission Expires May 14, 2028



Notary Public, State of New York

Qualified in Warren Co.

Commission Expires 5/14/28

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 _____

6. Mandatory Documentation



ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: X PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Baker Public Relations, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 26-1088802 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: The Baker Agency		5. WEBSITE ADDRESS (if applicable) thebakeragencyinc.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 350 Northern Boulevard, Suite 201 Albany, NY 12204		7. TELEPHONE NUMBER 518-426-4099	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Megan Baker Title Founder & CEO Telephone Number 518-426-4099 Fax Number N/A e-mail megan@bakerpublicrelations.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Megan Baker	TITLE Founder & CEO	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

6. Mandatory Documentation

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

6. Mandatory Documentation



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.

B

FEIN # 26-1088802

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

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 Baker Public Relations, Inc.

Signature of Owner

Address 350 Northern Boulevard, Suite 201

Printed Name of Signatory Megan Baker

City, State, Zip Albany, NY 12204

Title Founder & CEO

Sworn before me this 27th day of March, 2021,
[Signature]
 Notary Public

ANTHONY D. LAPOINTE
Notary Public, State of New York
No. 01LA0261925
Qualified in Warren County
Commission Expires May 14, 2028

Megan Baker
Printed Name

Signature

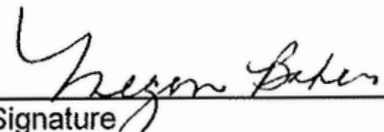
Date _____

6. Mandatory Documentation

B

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.

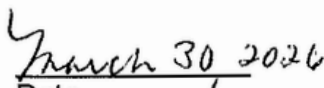


Signature

Founder & CEO

Title

Baker Public Relations, Inc.
Company Name



Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

May 7, 2026

Pamela O'Neill
Purchasing Agent
Albany County Department of General Services-Purchasing Division
112 State Street, Room 820
Albany, NY 12207

RFP#: 2026-058 - Marketing, Media Relations and Social Media Management Firm

After a thorough review of the proposal submitted in response to RFP #2026-058: Marketing, Media Relations and Social Media Management Firm, the Albany County Executive's Office recommends awarding a twelve (12) month contract to The Baker Agency. The Baker Agency will be compensated for a total cost not to exceed \$ 133,500.

The Albany County Executive's Office looks forward increasing awareness about economic development and other initiatives by collaborating with The Baker Agency.

Sincerely,


Mary L. Rozak
Chief Communications Officer



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: Mary Rozak, Chief Communications Officer
Office of the Executive

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 8, 2026

RE: RFP#2026-058 Marketing, Media Relations and Social Media Management Firm

I am in receipt of your recommendation to award the aforementioned to The Baker Agency in the amount of \$133,500.00

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

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