

Contract #: 2026-1264

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Mohawk Chevrolet

Estimated Amount: 61271.52

Scope of Services: Tahoe for EMS

Budget Line Item: A93110.22400

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

RFQ 2026-083 Tabulation
Chevrolet Trailblazer

Vendor	DeNooyer Chevrolet	Mohawk Chevrolet
Vehicle	2026 Chevrolet Tahoe	2026 Chevrolet Tahoe
Price	\$ 63,898.60	\$ 61,271.52
In stock/order	In Stock	In Stock
Exterior Color	White	Gray
Deviations	LT model, no LS available	Gray, not white

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

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

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	OGS 23166 - RFQ-2026-098
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	G AND H AUTO GROUP DBA MOHAWK CHEVROLET
2.2 OGS Contract Number (e.g., PC12345)	PC69382
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-2182145
2.4 NYS Vendor ID Number (e.g., 1000012345)	1100242414
3.0 Primary Contact Information	
3.1 Contact Name	DYLAN HARADEN
3.2 Contact Email	DHARADEN@MOHAWKCHEVROLET.COM
3.3 Contact Phone (1)	5189344367
3.4 Contact Phone (2)	
4.0 Secondary Contact Information	
4.1 Contact Name	
4.2 Contact Email	
4.3 Contact Phone	

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

Mohawk Chevrolet Bid

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

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

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected.)</i>	No, deviations are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	
2.0 Additional Information (Pre-Existing)		
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
In stock gray Tahoe LS		
3.0 Vehicle Price Worksheet (Pre-Existing)		

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

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2026	Chevrolet	Tahoe LS	OK10706	Sterling Gray Metallic	Jet Black	Cloth	4WD	Gasoline	\$66,585.00	7.98	\$61,271.52	\$0.00	\$61,271.52	
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$61,271.52	
Total Pre-Existing Vehicles Offered															1



PULL THIS STRIP TO EXPOSE ADHESIVE



2026 TAHOE 4WD LS

EXTERIOR: STERLING GRAY METALLIC
INTERIOR: JET BLACK

ENGINE: 5.3L ECOTEC3 V8
TRANSMISSION: 10-SPEED AUTO

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT **WHICHEVER COMES FIRST
- SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- ADAPTIVE CRUISE CONTROL
- PREMIUM SMOOTH RIDE SUSPENSION
- MECHANICAL LIMITED SLIP DIFFERENTIAL
- AUTOMATIC STOP/START ENGINE

- 18 BRIGHT SILVER PAINTED ALUMINUM WHEELS
- STABILITRAK TRACTION CONTROL
- ELECTRONIC PRECISION SHIFT FOLDING BENCH
- TRAILERING EQUIPMENT
- CONNECTIVITY & TECHNOLOGY
- 8 YEARS ONSTAR BASICS
- SEE ONSTAR.COM FOR TERMS
- KEYLESS OPEN, LOCK & START
- REMOTE VEHICLE START
- TWO POWER OUTLETS, 120 VOLT
- SRIUSXM AUDIO W/TRIAL
- SEE SRIUSXM.COM/TERMS
- 17.7" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY AND ANDROID AUTO FOR COMPATIBLE PHONES

INTERIOR

- TRI-ZONE AUTOMATIC HVAC

- CLOTH FRONT BUCKET POWER SEATS
- SECOND ROW 60/40 SPLIT FOLDING BENCH
- THIRD ROW 60/40 SPLIT BENCH, MANUAL FOLD

EXTERIOR

- LED HEADLAMPS & TAILLAMPS
- LED DAYTIME RUNNING LAMPS
- POWER ADJUSTABLE OUTSIDE MIRRORS, HEATED

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FORWARD COLLISION ALERT
- INTELLIBREAM
- HD SURROUND VISION
- ENHANCED AUTOMATIC PARKING ASSIST
- REAR CROSS TRAFFIC BRAKING

Visit us at www.chevy.com

TOTAL OPTIONS	\$590.00
TOTAL VEHICLE & OPTIONS	\$63,990.00
DESTINATION CHARGE	2,595.00

TOTAL VEHICLE PRICE* **\$66,585.00**

MANUFACTURER'S SUGGESTED RETAIL PRICE
STANDARD VEHICLE PRICE \$63,400.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REPLACE STANDARD EQUIPMENT SHOWN

- MAX TRAILERING PACKAGE: \$590.00
- TRANSFER CASE 2-SPEED
- SMART TRAILER INTEGRATION INDICATOR
- HITCH VIEW
- BLIND ZONE STEERING ASSIST WITH TRAILERING
- HILL DESCENT CONTROL
- ENHANCED COOLING RADIATOR
- TRAILER BRAKE CONTROLLER

EPA DOT Fuel Economy and Environment

TAHOE 4WD

Fuel Economy

17 MPG

combined city/hwy

5.9 gallons per 100 miles

Standard SUVs range from 12 to 115 MPG. The best vehicle rates 146 MPG.

15 city

19 highway

Annual fuel cost

\$2,900

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

Best

1 3 6 10

This vehicle emits 586 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions. Learn more at fuelconomy.gov.

Best

10

Producing and distributing fuel also creates emissions. Learn more at fuelconomy.gov.

Best

10

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Best

10

Calculate personalized estimates and compare vehicles

fuelconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Best

10

Calculate personalized estimates and compare vehicles

fuelconomy.gov

Gasoline Vehicle

You spend **\$6,000** more in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

Best

1 3 6 10

This vehicle emits 586 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions. Learn more at fuelconomy.gov.

Best

10

Producing and distributing fuel also creates emissions. Learn more at fuelconomy.gov.

Best

10

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Best

10

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fuelconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Best

10

Calculate personalized estimates and compare vehicles

fuelconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236



Better drives start with OnStar®
Activate today

Learn more at onstar.com, or scan the QR code



PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 38%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 36%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
ARLINGTON, TX U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law - Do not remove. Includes information on vehicle's ultimate purchaser. Includes information on vehicle's pre-delivery inspection. Includes information on vehicle's dealer-installed options. Includes information on vehicle's dealer-installed accessories. Includes information on vehicle's dealer-installed equipment.

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GMLL, PHD, 0043 - 10/20/2023

ORDER NO FZMDD SALES CODE C
DEALER NO 88334
FINAL ASSEMBLY: U.S.A.
VIN 1GNSGK09TR150694
VIN 1GNSGK09TR150694
REISSUE



MOHAWK CHEVROLET
833 STATE ROUTE 97
BALLSTON SPA, NY 12020-3707



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

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

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	RFQ-2026-098
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	DeNooyer Chevrolet, Inc.
2.2 OGS Contract Number (e.g., PC12345)	PC89048
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1542504
2.4 NYS Vendor ID Number (e.g., 1000012345)	100006802
3.0 Primary Contact Information	
3.1 Contact Name	Leonard Durocher
3.2 Contact Email	ldurocher@denooyerchevrolet.com
3.3 Contact Phone (1)	518-626-1914
3.4 Contact Phone (2)	518-816-1387
4.0 Secondary Contact Information	
4.1 Contact Name	Kyle Marsh
4.2 Contact Email	kmarsh@denooyerchevrolet.com
4.3 Contact Phone	518-949-0149

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

DeNooyer Chevrolet Bid

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

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

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>(click on yellow box and use drop-down menu)</i> <i>(Note: General Specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected.)</i>	No, deviations are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>(click on yellow box and use drop-down menu)</i>	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>(click on yellow box and use drop-down menu)</i>	
2.0 Additional Information (Pre-Existing)		
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
Vehicle is an IN STOCK LT model. No LS model in stock.		
3.0 Vehicle Price Worksheet (Pre-Existing)		

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

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2026	Chevrolet	Tahoe	CK10706	Summit White	Black	Leather	4x4	Gasoline	\$70,095.00	8.84	\$63,898.60	\$0.00	\$63,898.60	
002															
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004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$63,898.60	
Total Pre-Existing Vehicles Offered														1	



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Dennis Wood
Commander- EMS

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 16, 2026

RE: RFQ-2026-098 Chevrolet Tahoe Purchase

I am in receipt of your recommendation to award the aforementioned to Mohawk Chevrolet in the amount of \$61,271.52.

As Mohawk Chevrolet is the lowest responsible and responsive bidder, I concur with your recommendation.

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

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

TO: Pamela O Neill
Purchasing Agent

FROM: Dennis M. Wood
Commander - EMS

DATE: June 16, 2026

RE: RFB #2026-098
Chevrolet Tahoe

I have reviewed the response to RFB #2026-098. At this time my recommendation is to award the aforementioned Request for Bids to Mohawk Chevrolet for the amount of \$61,271.52. Our recommendation is based on the fact that this was the lowest responsible bid.

RFQ 2026-098 Tabulation
Chevrolet Tahoe

Vendor	DeNooyer Chevrolet		Mohawk Chevrolet
Vehicle	2026 Chevrolet Tahoe		2026 Chevrolet Tahoe
Price	\$	63,898.60	\$ 61,271.52
In stock/order	In Stock	In Stock	In Stock
Exterior Color	White	Gray	
Deviations	LT model, no LS available		Gray, not white

Contract #: 2026-1262

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: JOHNSON CONTROLS US HOLDINGS, LLC

Estimated Amount: 25,986.21

Scope of Services: Chiller #2 Repair

Budget Line Item: A93150.44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

Schedule A

1. RFQ 2026-088
2. 06/16/26
3. Johnson Controls
4. \$25,986.21
5. Correctional Facility Security Requirements



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Corrections & Rehabilitative Services Center
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

TO: Pamela O'Neill, Purchasing Agent

FROM: Ronald Murray, Major

RE: RFB-2026-088 Refrigerant Leak Repair

DATE: June 18th, 2026

We have reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Johnson Controls as the lowest vendor to submit a bid. This agreement would be for a lump sum of \$25,986.21.

COUNTY OF ALBANY
REQUEST FOR QUOTE #2026-088
REFRIGERANT LEAK REPAIR OF CHILLER#2 LOCATED AT THE ALBANY
COUNTY CORRECTOINAL FACILITY

QUOTE/ PROPOSAL FORM

THIS QUOTE 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 Vendor proposes and agrees, if this Quote is accepted, to enter into a Contract with the owner to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Vendor accepts all of the terms and conditions of the Request For Quotes. This Quote may remain open for ninety (90) days after due date.
3. In submitting this Quote, Vendor represents, as more fully set forth in this Request for Quote, that:

- (a) Vendor has examined copies of all the Request for Quote Documents and of the following addenda: (If none, so state)

Date	Number
<i>none</i>	<i>none</i>

(receipt of all of which is hereby acknowledges).

- (b) Vendor 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 Vendor deems necessary;
- (c) This Quote 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; Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham Quote; Vendor has not solicited or induced any person, firm or a corporation to refrain from bidding; and Vendor has not sought by collusion to obtain for himself any advantage over any other Vendor or over the owner.

4. Vendor will complete the Work for the following prices(s): (Attach Quote)

5. Vendor agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Vendor agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. Communication concerning this Quote shall be addressed to:

Tia Snyder - HVAC Sales Representative

Phone: (518) 723 - 3653

7. Terms used in this Request for Quote have the meanings assigned to them in the Contract and General Provisions.

COMPANY:

Johnson Controls

FEDERAL EMPLOYER

IDENTIFICATION NUMBER:

34-2220010

REPRESENTATIVE:

Andrew Kimble

ADDRESS:

1997 Empire Village Plaza

CITY, STATE, ZIP:

Orlando, FL 32813

TEL. NO.:

(407) 342 - 9700

FAX NO.:

1418

IDENTIFICATION OF EMPLOYER OR MEMBER

(DATE OF REGISTRATION - CONTRACT OR REGISTRY)

SIGNATURE:

[Signature]

DATE:

6/16/26

COUNTY OF ALBANY

REQUEST FOR QUOTE #2026-088
REFRIGERANT LEAK REPAIR OF CHILLER#2 LOCATED AT THE ALBANY
COUNTY CORRECITONAL FACILITY

QUOTE/ PROPOSAL FORM

LUMP SUM PRICE, INCLUDING INSTALLATION AND ALL ASSOCIATED PARTS
AND SERVICES:

\$ 25,986.21

VENDOR:

Johnson Controls

FEDERAL EMPLOYER

IDENTIFICATION NUMBER:

39-0380010

REPRESENTATIVE:

Andrew Konkle

ADDRESS:

1399 Crescent Vischer Ferry Rd

CITY, STATE, ZIP:

Clifton Park, NY 12065

TEL. NO.:

(559) 392-9740

FAX NO.:

N/A

CERTIFICATE OF REGISTRATION NUMBER

(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

SIGNATURE



DATE:

6/16/26

NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Johnson Controls Building Solutions

By: 
(Signature)

Andrew Konkle
(Typed)

Title: Branch Service Manager

Date: 6/16/26



Albany County Correctional Refrigerant Leak
Quote Prepared by Tia Snyder
06/17/2026



PROPOSAL

Account Information

Bill To: ALBANY COUNTY
112 STATE ST
ALBANY NY
USA 12207

Quote Reference Number: 1-1RBW2VRG

Project Name: Albany County Correctional Refrigerant Leak

Site: ALBANY COUNTY
840 ALBANY SHAKER RD
ALBANY NY 12211-1054

Branch Info: JOHNSON CONTROL ALBANY NY BURLINGTON VT CB - 0N66

Attn: Zachary Porto

Customer Information

Name: Zachary Porto

This proposal is hereby accepted and Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the not to exceed price of: \$25,986.21. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 07/17/2026

ALBANY COUNTY

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Building Solutions LLC.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Per County of Albany RFQ #2026-088 for Refrigerant Leak Repair of Chiller #2, JCI will dismantle and rehab one YORK Centrifugal Chiller (Model #SSS14LK-468, Serial #CSS-016.)

JCI will furnish all tools, lifts, gaskets, and miscellaneous fittings to tear down and rehab Chiller #2 to include:

removal and recovery of refrigerant, dismantling of major components from machine as needed, removal of suction elbow to replace gaskets, installation of new liquid level sensor, change oil and filter, change solid state coolant, replace recovered refrigerant with R134A, refill refrigerant and lubricate levels to manufacturers recommended level, test operation to manufacturers specifications, and clean-up of all materials used.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

(IMPORTANT): "JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement") resulting from JC's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JC business hours unless otherwise noted, and JC is authorized to proceed with the work; subject, however, to credit approval by JC.

TERMS AND CONDITIONS (Rev. 10.01.2025)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Customer agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JC for any costs or expenses without JC's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JC and shall not operate to compel JC to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JC's express written consent.

2. INVOICE AND PAYMENTS. JC may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JC an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JC's obligation to perform any work under this Agreement. If JC consents to payment by credit card in lieu of EFT/ACH, JC may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JC otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JC's efforts to collect payment. Customer shall immediately notify JC in writing and explain the basis of the dispute. Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JC

to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JC, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JC may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JC may have against Customer. JC shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JC warrants that equipment manufactured or labeled by JC shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JC shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JC, or if JC serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JC in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JC, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JC is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JC are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JC warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JC's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JC normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JC BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JC makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JC Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JC hereunder.

7. FAR. JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Customer shall reimburse JC on demand. If any such exemption certificate is invalid, then Customer will immediately pay JC the amount of the Taxes, plus penalties and interest.

9. DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JC's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JC, etc.

10. COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JC may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JC, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JC prevails in any collection action. Buyer will pay all of JC's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Customer is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JC in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JC with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JC's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JC shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JC becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JC's Work or Services, JC shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JC in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JC may terminate the Services immediately upon notice to Customer, if JC, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JC's employees or subcontractors. Timetables for delivery of JC's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JC more than one year after the claim first arose. Except as provided for herein, JC's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC right to collect, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JC's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. **JC as Processor:** Where JC factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JC as Controller:** JC will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to

be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JC's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JC or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JC's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JC, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JC unless accepted by JC in writing.



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: Ronald Murray, Major
Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 18, 2026

RE: RFQ#2026-088 Chiller Repair

I am in receipt of your recommendation to award the aforementioned to Johnson Controls in the amount of \$25,986.21.

As Johnson Controls is the lowest responsible and responsive bidder, I concur with your recommendation.

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

Contract #: 2026-1263

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Jiwan Construction Inc.

Estimated Amount: 38,280.00

Scope of Services: Concrete Slab for Mobile Gun Trailer

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

Schedule A

1. RFB 2026-087
2. 05/21/26
3. Jiwan Construction
4. \$38,280.00
5. Correctional Facility Security Requirements

RFB-2026-087			
Installation of Concrete Slab for Mobile Gun Trailer			
Thursday May 21, 2026			
Vendor	Jiwan Construction	WM Keller	Sierra Contractor
Lump Sum Base Bid	\$34,800.00	\$35,852.00	\$117,600.00
10% Contingency Allowance	\$3,480.00	\$3,585.20	\$11,760.00
Total Base Bid	\$38,280.00	\$39,437.20	\$129,360.00



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: Major Ronald Murray

FROM: Pamela O Neill
Purchasing Agent

DATE: May 21, 2026

RE: RFB# 2026-087 Installation of Concrete Slab for Mobile Gun Trailer

I am in receipt of your recommendation to award the aforementioned to Jiwan Construction in the amount not to exceed \$ 38,280.

As Jiwan Construction is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation of Concrete Slab for Mobile Fun Trailer**
Bid Number: **2026-087**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27) N/A

7. Communication concerning this Bid shall be addressed to:

Tajinder Singh

Phone: 347-484-8869

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation of Concrete Slab for Mobile Gun Trailer**
Bid Number: **2026-087**

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid works shall carry a 10% Base Bid Contingency Allowance for additional work discovered during the painting project beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County prior to performing any additional work.

LUMP SUM BASE BID:	\$ <u>34,800.00</u>
10% Contingency Allowance	\$ <u>3,480.00</u>
Total Bid (Base Bid + Contingency Allowance)	\$ <u>38,280.000.</u>

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation of Concrete Slab for Mobile Gun Trailer**
Bid Number: **2026-087**

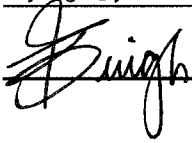
COMPANY: Jiwan Construction Inc.
ADDRESS: 95-13 Lefferts BLVD
CITY, STATE, ZIP: South Richmond Hill, NY 11419
TEL. NO.: 347-484-8869
FAX NO.: _____
FEDERAL TAX ID NO.: 45-2658058

CERTIFICATE OF REGISTRATION NUMBER (ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

24-6368G-CR

REPRESENTATIVE: Tajinder Singh

E-MAIL: tajsingh@jiwanconst.com

SIGNATURE AND TITLE  VICE PRESIDENT

DATE 5/19/26

BF3

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.

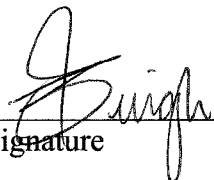
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Vice President
Title

Jiwan Construction Inc.
Company Name

5/19/20

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 19th day of MAY, 2006, before me personally appeared TARINDER SINGH to me known, who, being by me sworn, did say that he resides at (give address) 9513 LEFFERTS BLVD - 3 RICHMOND HILL that he is the (give title) VICE PRESIDENT of the (name of corporation) JIWAN CONSTRUCTION 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.

SURINDER SINGH KAKNIYA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA6440323
Qualified in Queens County
My Commission Expires 09-06-2026

[Signature]
Notary Public, State of NEW YORK

Qualified in QUEENS COUNTY

Commission Expires 09-06-2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Jiwan Construction Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 45-2658058 b) DUNS # 100572509	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.jiwanconstruction.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95-13 Lefferts BLVD, South Richmond Hill, NY 11419		7. TELEPHONE NUMBER 347-484-8869	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Tajinder Singh Title Vice President Telephone Number 347-484-8869 Fax Number e-mail tajsingh@jiwanconst.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Surjit Sahota	TITLE President	b) NAME	TITLE
c) NAME Tajinder Singh	TITLE Vice President	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16. a) b) c)	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: 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. 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? 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. a) b) c)	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: 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> 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> 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

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

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

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

FEIN # 45-2658058

State of: NEW YORK)
County of: QUEENS) ss:

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business	Jiwan Construction Inc.
Address	95-13 Lefferts BLVD
City, State, Zip	S. Richmond Hill, NY 11419

Signature of Owner 
Printed Name of Signatory Tajinder Singh
Title Vice President

Sworn before me this 19th day of MAY, 2026
Notary Public [Signature]

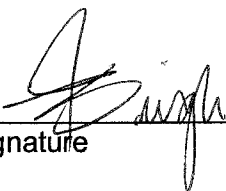
SURINDER S. KARNIYA
Printed Name

Signature
05-19-2020
Date

SURINDER SINGH KAKNIYA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA6440323
Qualified in Queens County
My Commission Expires 09-06-2026

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

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



Signature

Vice President
Title

Jiwan Construction Inc.
Company Name

5/19/20

Date

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Jiwan Construction Inc.

Address: 95-13 Lefferts BLVD

South Richmond Hill, NY 11419

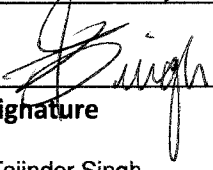
Phone Number(s): 347-484-8869

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Form, reinforce, and pour a 14'x70' concrete slab for a gun trailer.

Description of where the work is to be performed within Albany County facilities:

Albany County Correctional Facility parking lot (840 Albany Shaker Road, Albany, NY 12211)



Signature

Tajinder Singh

Printed Name

Vice President

Title

5/19/20

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 15 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. OGS PN Q1818C - Provide Standby Emergency Generator, Blue Mountain Indian Lake

Vincent D'Agostino (Engineer-In-Charge at project) 315-640-2018

Complete project information is provided in reference documents provided.

2. OGS PN M3164C - Rehabilitate Elevator, Building 938 at the Great Meadow Correctional Facility

Daniel Stark (Engineer-In-Charge at project) 518-639-6672

Completed project information is provided in reference documents provided.

3. 2025-01 Sidewalk, Curb, and Retaining Wall Replacement (99 Tower Drive, BLDG A, Middletown, NY 10941)

John Dauley (Owner's Representative) 845-801-3454

Complete project information is provided in reference documents provided.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

OGS PN Q1877C: Demolish & Reconstruct Stairs, Building 24

Contract Amount: \$246,211.00 (90% complete)

2025-0720: Pour and Build Foundation for Pre-Fabricated Kennel

Contract Amount: \$120,319.00 (90% complete)

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No.

7. Do you plan to sublet any part of this work? If so, give details.

No.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety: Price & Price Enterprises located at 25 E Merrick Rd, Valley Stream, NY 11580

Contact Information: Jarret Packer (516-295-6081)

Bank: Santander Bank located at 118-11 101st Ave, South Richmond Hill, NY 11419

Contact Information: Anne Ramraj (718-850-5070)

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Financial Statement is attached for your review.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Jiwan Construction Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 95-13 Lefferts BLVD, South Richmond Hill, NY 11419

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Surjit Sahota

Tajinder Singh

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ☒ No ☐.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Jiwan Construction Inc.

Firm

Dated: 5/19/26

By _____



Tajinder Singh | Vice President

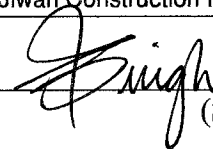
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Jiwan Construction Inc.

By: 
(Signature)

Tajinder Singh
(Typed)

Title: Vice President

Date: 5/19/26

Project #1	Project #1		Project #1
	Project Information		
	Project ID	Q1818C	
	Project Description	Provide Standby Emergency Generator	
	Project Location	Blue Mountain, Indian Lake	
	Contracting Agency	NYS Office of General Services (NYS OGS)	
	Owner (if different)	NYS Department of Environmental Conservation (NYS DEC)	
	Architect	Sage Engineering Associates	
	Contract Amount (Including C.O.s)	\$ 562,929.00	
	Start Date	3/30/2023	
	End Date	11/22/2024	
	% Complete	100%	
	Scope of Work	Division 01 - General Requirements Division 02 - Existing Conditions Division 03 - Concrete Division 04 - Masonry Division 05 - Metals Division 09 - Finishes Division 11 - Equipment Division 26 - Electrical Division 31 - Earthwork Division 32 - Exterior Improvements	
	Additional Comments	Jiwan Construction Inc. constructed a new generator and diesel enclosures for the NYS Department of Environmental Conservation at the peak of Blue Mountain, Indian Lake. The project consisted of removal of existing trees to free the area for new construction. Excavation of existing rocks that was left from previous projects for the construction of an access road. The site had to be cleared of all loose rocks until bedrock was found. #9 rebar was embedded into the bedrock with epoxy. New 24" concrete posts constructed as foundation for the generator and diesel tank enclosure. Structural steel was then installed on top to construct the enclosure for the electrical contractor to place their generator enclosure and diesel tank.	
	Contact		
Name	Vincent D'Agostino		
Phone	315-640-2018		
Email	Vincent.Dagostino@ogs.ny.gov		

Project #2	
Project Information	
Project ID	M3164C
Project Description	Rehabilitate Elevator, BLDG 938
Project Location	Great Meadow Correctional Facility 11739 NY-22 Comstock, NY 12821
Contracting Agency	NYS Office of General Services
Owner (if different)	NYS DOCCS
Architect	Architect Resources
Contract Amount (Including C.O.s)	\$ 58,000.00
Start Date	3/30/2023
End Date	7/18/2024
% Complete	100%
Scope of Work	Division 01 - General Requirements Division 02 - Existing Conditions Division 03 - Concrete Division 04 - Masonry Division 05 - Metals Division 06 - Wood, Plastics, Composites Division 07 - Thermal and Moisture Protection Division 08 - Openings Division 09 - Finishes Division 10 - Specialties
Additional Comments	Jiwan Construction Inc. was contracted for this project to provide repairs, preparations, and finishing for new elevator installation for the Great Meadow Correctional Facility, Building 938. Jiwan was responsible for fabrication and erection of a heavy duty metal fence to separate the work area as the building was operational during the time. Repair spalled concrete basement walls and ceiling. Use of epoxy injection to repair cracked concrete walls and ceiling. Prime and Paint all walls, install new door hardware, door threshold, installation of a sump pit.
Contact	
Name	Daniel Stark
Phone	518-639-6672
Email	Daniel.Stark@ogs.ny.gov

Project #6	Project #6		Project #6
	Project Information		
	Project ID	2025-01	
	Project Description	Sidewalk, Curb and Retaining Wall Replacement	
	Project Location	99 Tower Drive, BLDG A Middletown, NY 10941	
	Contracting Agency	Town of Wallkill	
	Owner (if different)		
	Architect	Town of Wallkill	
	Contract Amount	\$ 118,800.00	
	Start Date	7/2/2025	
	End Date	9/9/2025	
	Percent Completed	100%	
	Scope of Work	Division 01 - General Requirements Division 02 - Existing Conditions Division 03 - Concrete Division 04 - Masonry Division 06 - Wood, Plastics, Composites Division 31 - Earthwork Division 32 - Exterior Improvements	
	Additional Comments	Removal of existing mortarless block retaining wall and cap stones, sidewalk, curb, and asphalt pavement. Construction new reinforced concrete retaining wall with footing. The retaining wall was constructed with a form liner to allow for a stone-like design. The retaining wall was then stained to provide the look of a rusted or old stone instead of a monotone concrete gray color. Installation of 4" diameter perforated drainage pipes. Provide new 5' wide concrete sidewalk and curb.	
	Contact		
	Name	John Dauley	
	Phone	845-801-3454	
	Email	Jdauley@townofwallkill.com	

Project #7	Project #7		Project #7
	Project Information		
	Project ID	22-2374	
	Project Description	Town Hall Improvements	
	Project Location	3809 County Road 51 Hannacroix, NY 12087	
	Contracting Agency	Delaware Engineers	
	Owner (if different)		
	Architect	Delaware Engineers	
	Contract Amount	\$ 214,083.00	
	Start Date	9/29/2025	
	End Date	On-going	
	Percent Completed	96%	
	Scope of Work	Division 01 - General Requirements Division 02 - Existing Conditions Division 03 - Concrete Division 04 - Masonry Division 05 - Metals Division 06 - Wood, Plastics, Composites Division 07 - Thermal and Moisture Protection Division 08 - Openings Division 09 - Finishes Division 26 - Electrical Division 31 - Earthwork Division 32 - Exterior Improvements Division 33 - Utilities	
	Additional Comments	Interior and limited exterior improvements to an existing Town Hall building, including selective demolition, interior reconfiguration, ADA-related upgrades, finishes, limited MEP modifications, and general modernization work. The project is designed to improve functionality, accessibility, and finishes rather than change the building's core structure.	
	Contact		
Name	Cody Messier		
Phone	518-469-0884		
Email	cmessier@delawareengineering.com		

Project #8	Project #8		Project #8
	Project Information		
	Project ID	2025-0720	
	Project Description	Pour and Build Foundation for Pre-Fabricated Kennel	
	Project Location	840 Albany Shaker Road, Albany, NY 12211	
	Contracting Agency	Albany County Department of General Services	
	Owner (if different)	Albany County Correctional Facility	
	Architect	None	
	Contract Amount	\$ 120,319.00	
	Start Date	5/27/2025	
	End Date	On-going	
	Percent Completed	90%	
	Scope of Work	Division 01 - General Requirements Division 02 - Existing Conditions Division 03 - Concrete Division 04 - Masonry Division 06 - Wood, Plastics, Composites Division 31 - Earthwork Division 32 - Exterior Improvements Division 33 - Utilities	
	Additional Comments	Installation of a concrete footing, walls, and slab for a 30'x60' prefabricated dog kennel installation.	
	Contact		
Name	Ronald Murray		
Phone	518-441-0664		
Email	Ronald.Murray@albanycountyny.gov		

Balance Sheet

Jiwan Construction Inc.

As of December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Jiwan Construction Savings	99,841.79
Total for Bank Accounts	\$99,841.79
Accounts Receivable	
Accounts receivable (A/R)	177,070.18
Total for Accounts Receivable	\$177,070.18
Total for Current Assets	\$276,911.97
Fixed Assets	
Improvements	0.00
Long-term office equipment	2,948.34
Tools, machinery, and equipment	1,011.76
Total for Fixed Assets	\$3,960.10
Total for Assets	\$280,872.07
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	2,570.00
Total for Accounts Payable	\$2,570.00
Credit Cards	
Business Gold Card (-4008)	39,946.64
Total for Credit Cards	\$39,946.64
Other Current Liabilities	
New York Department of Taxation and Finance Payable	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$42,516.64
Total for Liabilities	\$42,516.64
Equity	
Opening balance equity	5,000.00
Surjit Sahota Equity	56,513.32
Tajinder Singh's Equity	36,000.00
Retained Earnings	-29,920.73
Net Income	170,762.84
Total for Equity	\$238,355.43
Total for Liabilities and Equity	\$280,872.07

Profit and Loss

Jiwan Construction Inc.

January-December, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Sales	14,917.82
Services	697,231.87
Total for Income	\$712,149.69
Cost of Goods Sold	
Cost of goods sold	\$170,041.50
Cost of labor - COGS	97,846.18
Equipment rental - COGS	10,005.39
Supplies & materials - COGS	65,883.43
Total for Cost of goods sold	\$343,776.50
Total for Cost of Goods Sold	\$343,776.50
Gross Profit	\$368,373.19
Expenses	
Advertising & marketing	413.96
Bond	3,744.00
General business expenses	-\$744.44
Bank fees & service charges	2,681.69
Total for General business expenses	\$1,937.25
Insurance	\$29,028.99
Liability insurance	21,594.66
Total for Insurance	\$50,623.65
Interest paid	3,312.09
Legal & accounting services	4,200.00
Meals	\$3,155.93
Meals with clients	36.86
Travel meals	6,984.09
Total for Meals	\$10,176.88
Office expenses	\$2,268.98
Office supplies	518.02
Printing & photocopying	134.13
Shipping & postage	266.18
Small tools & equipment	675.84
Software & apps	1,361.20
Total for Office expenses	\$5,224.35
Rent	\$4,874.04
Building & land rent	3,707.64
Equipment rental	45,006.06
Total for Rent	\$53,587.74

Profit and Loss

Jiwan Construction Inc.

January-December, 2025

DISTRIBUTION ACCOUNT	TOTAL
Supplies	\$57.15
Supplies & materials	2,347.72
Total for Supplies	\$2,404.87
Taxes paid	35,761.37
Travel	\$3,464.54
Hotels	564.37
Total for Travel	\$4,028.91
Utilities	
Internet & TV services	8.65
Phone service	200.00
Total for Utilities	\$208.65
Total for Expenses	\$175,623.72
Net Operating Income	\$192,749.47
Other Expenses	
Vehicle expenses	\$760.50
Parking & tolls	4,930.44
Vehicle gas & fuel	8,608.25
Vehicle registration	7,396.92
Vehicle repairs	290.52
Total for Vehicle expenses	\$21,986.63
Total for Other Expenses	\$21,986.63
Net Other Income	-\$21,986.63
Net Income	\$170,762.84



Jiwan Construction Inc.
95-13 Lefferts BLVD
South Richmond Hill, New York 11419

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.



Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Jiwan Construction Inc.

95-13 Lefters BLVD

South Richmond Hill, New York 11419

Phone Number: 3474848869

Registration Number: 24-6368G-CR

Date of Issue: 2024-12-10

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in dark ink, appearing to read "Roberta Reardon".

Roberta Reardon

Commissioner

New York State Department of

Labor



COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY CORRECTIONAL FACILITY



RFB #2026-087

INSTALLATION OF CONCRETE SLAB FOR MOBILE GUN TRAILER

**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: Installation of Concrete Slab for Mobile Gun Trailer
RFB NUMBER: 2026-087

Receipt Confirmation Form

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

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

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

Company Name: _____

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-BIDDER RESPONSE

RFB #2026-087

Installation of Concrete Slab for Mobile Gun Trailer

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2026-087

Sealed Bids for Installation of Concrete Slab as requested by Albany County Correctional Facility will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 21, 2026.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **May 7, 2026**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
May 1, 2026

PUBLISH ONE DAY – MAY 7, 2026 -- THE EVANGELIST
PUBLISH ONE DAY – MAY 7, 2026 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

IMPORTANT NOTICE: ARTICLE 8 CONSTRUCTION NEW REQUIREMENT FOR PUBLIC WORK CONTRACTOR AND SUBCONTRACTOR REGISTRY (SEE SECTION 10)

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Installation of Concrete Slab for Mobile Gun Trailer**
- 1.2 Requesting Department: **Albany County Correctional Facility**
- 1.3 Bid Number: **2026-087**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Installation of Concrete Slab for Mobile Gun Trailer** as requested by **Albany County Correctional Facility**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday May 21, 2026**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820 Please make note of the new room number**
Albany, NY 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 **Vendors that would like to view the site can make appointments and contacting Zach Porto at 518-817-1429.**

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.
- 5.2 Awarded contractor shall sign the Albany County “Vendor Contractor Agreement” which is attached and made part of this bid.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7.4 All bidders must document five (5) or more years in the business of providing Concrete/Masonry construction.
- 7.5 Bidder must include at least five Concrete/Masonry customer references.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.
 - (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

**“New Requirement”
Public Work Contractor and Subcontractor Registry**

10.4 Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment “A”) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140

Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material

and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

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

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

- (d) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement

procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

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

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

- 26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an **anticipated total project cost** of more than \$250,000 are subject to the following:

- A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the New York State Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.
- B. A bidder who submits a bid for a County construction contract for which the contract amount is \$250,000 or more **shall submit with the bid package** the following documents for **each apprentice agreement** intended to meet the requirements of Res. No. 373 for 2018:
- (1). A copy of the current New York State Department of Labor (NYS DOL) “Apprentice Training Program Registration Agreement” (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND
 - (2). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.
- C. Prior to entering into a construction agreement with Albany County, a contractor shall submit, Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.
- Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is registered with the New York State Department of Labor, plus the specific trade’s program length, plus two years.
- D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.

- E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status.

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

- 28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: SUBCONTRACTORS

- 30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning

apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

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

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001), and must comply with the terms and conditions of the aforementioned Permit.

Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Section not in use

**REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY
INSTALLATION OF CONCRETE SLAB FOR MOBILE GUN TRAILER
SCOPE OF SERVICES
RFB-2026-087**

1. The contractor will remove, install and program all necessary components to successfully install a 14'x70' concrete alaskan slab for mobile gun trailer. All work shall be performed in accordance with all applicable building codes, standards and materials specifications.
2.
 - a. All excavation will be performed by the county.
 - b. Contractor is to supply all necessary components for proper installation of slab.
 - c. Concrete must be 5000psi to accommodate the load and load configuration of mobile trailer. (approximately 70,000lbs)
 - d. Contractor must support concrete slab with #4 rebar at 12" on center each way.
 - e. Place type 2 compacted gravel sub-base to prevent settling. (Type 2 gravel to be supplied by county, as well as compaction)
 - f. Concrete pad to be poured at 8" thickness with the edges and concentrated load locations to be poured at 12" thickness.
 - g. All debris to be cleaned up and disposed of at the end of each work day.
3. The contractor shall coordinate access to job site and all work activities with the Superintendent /designee. All work shall be performed during the hours of 7AM – 3 PM, unless otherwise agreed upon by the Superintendent/designee. Time schedule for removal and installation of new equipment must ensure uninterrupted operation of the maintenance department.
4. The successful contractor shall field verify all dimensions PRIOR to commencing work.
5. Contractor shall comply with all necessary OSHA regulations and standards.
6. Contractor shall clean all work areas each day to the satisfaction of the

Superintendent/designee. Contractor shall remove and legally dispose of all construction debris. Contractor shall keep all areas of the work site free from rubbish and accumulation of waste materials

7. Contractor shall protect existing systems and surfaces to remain, all damage resulting from contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.
8. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and reserve utilities.
9. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas around projected site location of slab to the satisfaction of the Superintendent/ designee.
10. Incorrectly fabricated, damaged or otherwise miss fitting or non-conforming material or conditions shall be reported to the Superintendent/designee prior to remedial or corrective action. Any such action shall require approval.
11. Contractor shall provide warranty to cover contractor workmanship for a minimum of 120 days from date of final completion of work.
12. Contractor shall provide manufacturer's standard warranty for materials. Warranty shall take effect upon final approval of work by Albany County.
13. Contractor shall physically inspect and evaluate installation of all equipment installed. Upon review of inspection, any recommendations outside this scope of services shall be submitted in writing to the County for review and approval prior to commencing work.
14. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

ALBANY COUNTY CORRECTIONAL FACILITY SECURITY REQUIREMENTS:

All scheduling and planning for work to be performed must be coordinated with the Superintendent of the Albany County Correctional Facility or his designated representative. Such planning shall include, but not be limited to, personal identification of Contractor's workers and employees in accordance with established Correctional Facility procedure, planning for the control and security of tools and materials in the Correctional Facility and its environs. Key requirements and restrictions are listed below. This list is not intended to be all-inclusive, but shall serve to inform the Contractor of the nature of some security requirements. The Contractor shall advise and accordingly supervise his personnel, workmen, staff and/or subcontractors of all facility rules. Ignorance of proper procedure and/or directives will not excuse any person from removal and/or prosecutions.

Key Requirements And Restrictions

1. Failure to adhere strictly to the Owner's security requirements, whether listed herein or communicated hereafter, may be cause for contract cancellation.
2. The Contractor shall perform all work in strict accordance with all applicable Codes, Regulations, Standards, Laws and Ordinances, and rules and regulations established by the Owner.
3. The Contractor(s) shall cooperate with the Correctional Facility during all phases of the work to insure progress and to avoid the possibility of accidents to persons and/or property damage. Parts of the Correctional Facility may contain hazards, a partial is as follows: Asbestos, Lead, Confined Space, Chemicals, Fall hazards, etc. each Contractor shall comply with all Federal, State, and Local laws and instruct his personnel in the proper treatment of each.
4. The Correctional Facility procedures may limit availability of the work areas. Work in such areas shall therefore be scheduled and conducted under advisement of the Correctional Facility to provide adequate security during construction.
5. The delivery of materials and/or personal access will require preplanning and coordination.
6. The Contractor(s) agrees to attend all Progress Meetings, when required by the Engineer, Construction Manager, or by the Owners, to discuss the progress of the work under his contract. Failure to attend such meetings may be cause for contract cancellation.

7. The Correctional Facility will remain in operation, the Contractor shall not create hazards or inconvenience to occupants, including, but not limited to: smoke, dust, unscheduled power-water-sewer shut downs, trip hazards egress, etc.
8. Anything brought into the Correctional Facility must be checked in and out for each working period, unless and until the Correctional Facility specifically approves a method and location for storage on site. In addition, a full inventory of all equipment must be completed daily. Any items not accounted for must be brought to the attention of Correctional Facility personnel immediately. If the Contractor intends to use, power actuated tools, files, tungsten carbide saw blades, etc., he shall request approval from the Correctional Facility by submitting a written list of such equipment, a schedule for its intended use, and how and where it will be stored and transported.
9. Hours of work shall be within the limits of 8 A.M. to 4:30 P.M., Monday through Friday inclusive except as otherwise approved in writing by the Superintendent of the Albany County Correctional Facility or his designee.
10. All Contractor(s) and sub-contractor personnel or other agents, advisors, or consultants on Correctional Facility property are subject to the approval for access to the Correctional Facility by the Superintendent of the Correctional Facility or his designee.
11. Times when workmen, including truck drivers, may enter and leave the Correctional Facility shall be as established by the facility. Except for emergencies, only the Contractor's Superintendent, or truck drivers (as approved), will be allowed to leave the facility from the time work is started in the morning until it is completed in the evening. Workmen will be requested to bring their lunches and eat them at the work site or at a site designated by the Correctional Facility.
12. Glass and metal drink containers are not allowed on the Correctional Facility grounds. All beverages must be in plastic containers.
13. Badges: At the discretion of the Correctional Facility all employees may be required to wear badges at all times while working in the Correctional Facility. The Contractor shall make arrangement sin advance for obtaining clearance and identification as required by the Correctional Facility. Failure to do so will not be accepted as cause of any changes in contract time or allowance for any delays.
14. No extra costs will be allowed for schedule adjustments which may be required. However, the Correctional Facility, will cooperate with the

Contractor to the extent possible, so that work can proceed with minimal adjustments.

15. All personnel shall avoid any physical contact, proximity, and conversation with inmates or any other unidentified or non-uniformed persons anywhere in the Correctional Facility or Correctional Facility grounds. Unauthorized willful interactions or exchanges of any articles or money or information with inmates may result in expulsion or arrest of the person involved and cancellation of the Contract. The Contractor shall immediately report to the Correctional Facility any attempt by any inmate, visitor, or other unidentified person to initiate or conduct such interactions or exchanges.
16. The Correctional Facility has a No Smoking policy; Smoking is permitted in designated area only. Failure to abide by this provision may result in expulsion of the person involved.
17. The Contractor shall secure or dispose of all equipment and/or debris of any size or description, which he brings on the site or which result from the work in a manner designated by the Correctional Facility. Such equipment or debris includes, but is not limited to, staples, paperclips, screws, nails, discarded blades, bits, metal, glass, masonry, dust wood wire, food, etc.
18. The use of cell phones is severely restricted, prior authorization is required.
19. The use or possession of alcohol, tobacco or illegal drugs are strictly prohibited and may result in expulsion or arrest of the persons involved.
20. The Correctional Facility reserves the right to add to these requirements at its discretion. Such additions will require written notification to the Prime Contractor who will be responsible to insure all other workers are notified appropriately.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County

Pamela O'Neill, Purchasing Agent
112 State Street
Albany NY 12207

Schedule Year 2025 through 2026
Date Requested 05/06/2026
PRC# 2026012780

Location Albany
Project ID# 2026-087
Project Type Installation of a concrete slab at the Correctional Facility

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation of Concrete Slab for Mobile Fun Trailer**
Bid Number: **2026-087**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

(h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27) N/A

7. Communication concerning this Bid shall be addressed to:

Phone: _____

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation of Concrete Slab for Mobile Gun Trailer**
Bid Number: **2026-087**

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid works shall carry a 10% Base Bid Contingency Allowance for additional work discovered during the painting project beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County prior to performing any additional work.

LUMP SUM BASE BID: \$ _____

10% Contingency Allowance \$ _____

Total Bid
(Base Bid + Contingency Allowance) \$ _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation of Concrete Slab for Mobile Gun Trailer**
Bid Number: **2026-087**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

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 BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT “C” ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		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

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: _____

By _____

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

ALBANY COUNTY - VENDOR 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 (hereinafter the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

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

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning \${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 Vendor, and Vendor 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 Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County,

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any

such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. **Drug-Free Workplace (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of

the statement required by paragraph (a)

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall

be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Rd, Albany, NY 12211
(518) 869-2600 FAX (518) 869-3923
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

MICHAEL J. LYONS
SUPERINTENDENT

To: Pamela O'Neill, Albany County Purchasing Agent

From: Major Ronald Murray

Date: 05/21/2026

Subject: Albany County Correctional Facility, Installation of Concrete Slab for
Mobile Gun Trailer, Bid #2026-087

We have reviewed all three bids for the above mentioned RFP. At this time, we would like to recommend Jiwan Construction to complete the work outlined in the RFP. The cost of the work shall not exceed \$38,280.

Thank you,

Major Ronald Murray

A handwritten signature in black ink, appearing to read "Ronald Murray", written over the typed name.

Contract #: 2026-1307

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Audit and Control A1315

Date Submitted: 07/07/2026

Contact Person: [Frank Commisso],[Saphire Whineglass]

Contact Phone: 518-447-7130,518-447-7130

Vendor Info: Fifth Asset, Inc. d/b/a DebtBook

Estimated Amount: \$54,000.00

Scope of Services: Debt Accounting & Debt Management Core

Budget Line Item: A91315-44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

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

DIGITAL SIGNATURE PAGE



SUSAN A. RIZZO
COUNTY COMPTROLLER

AMANDA AUSTIN
CHIEF ACCOUNTANT

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1100
ALBANY, NEW YORK 12207-2021
(518) 447-7130
susan.rizzo@albanycountyny.gov

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

FRANK COMMISSO
EXECUTIVE DEPUTY COMPTROLLER

July 8, 2026

Hon. Dan McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

Re: CAB Contract Approval with Fifth Asset, Inc. d/b/a DebtBook ("DebtBook")

Dear County Executive McCoy, Chairwoman Cunningham and County Clerk Hidley:

Attached is a copy of our renewal amendment and order form with DebtBook. DebtBook provides debt account software to Albany County and separate software that manages leases and subscription-based information technology agreements. My office has utilized DebtBook since August of 2023.

The Department of Audit and Control relies on DebtBook to assist with GASB 87 & 96 compliance and with tracking long-term lease and subscription debt obligations, helping to ensure accuracy in financial reporting.

This renewal amendment would have a cost of \$18,000 per year for 3 years totaling \$54,000. My office has the necessary funding for this renewal in the 2026 budget.

Thank you for your attention to this matter. Please let me know should you require any additional information.

Sincerely,

Susan A. Rizzo
Albany County Comptroller



RENEWAL AMENDMENT & ORDER FORM

This Renewal Amendment & Order Form ("**Renewal Amendment**") to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook ("**DebtBook**") and the Customer identified in the signature block below ("**Customer**") (together, the "**Parties**"), is effective as of the date of Customer's signature below and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Agreement dated April 25, 2023 (together, the "**Agreement**"), as amended, which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Services for an additional 3 years.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

SERVICES & FEES

Treasury
Item & Description
Debt Accounting
Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services
Debt Management Core
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services

Compliance
Item & Description
Lease & SBITA Management Complete
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services

Annual Summary	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$18,000.00	\$18,000.00	\$18,000.00
One-Time Implementation Fees	\$0.00		
Annual Total	\$18,000.00	\$18,000.00	\$18,000.00
TOTAL			\$54,000.00

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional 3 years beginning on April 25, 2026 (the "**Renewal Date**") and concluding on April 24, 2029 (the "**Renewal Term**").

2. The definition for “**Application Services**” in the Agreement is hereby amended to mean the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. “**Products**” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.
3. The Fees for each year of the Renewal Term are set forth above and will be due and payable on the Renewal Date and on each anniversary thereafter, subject in each case to the payment terms in the Agreement.
4. Any reference to the “Agreement” will mean the Agreement as modified by this Renewal Amendment. On the first day of the Renewal Term, this Renewal Amendment will constitute an “Order Form” as defined in the Agreement. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.
5. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection with the Renewal Term. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.
6. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year.
7. This Order Form and the Agreement are subject to the terms established under a Master Agreement dated as of August 16, 2021, and referenced as Contract Number 14-03 (the “Master Agreement”) between DebtBook and Region 14 Education Service Center (“Region 14 ESC”), on its behalf and on behalf of other government agencies, and made available through OMNIA Partners, Inc. (“OMNIA”), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the “Administration Agreement,” and, together with the Master Agreement, the “OMNIA Agreements”), between OMNIA and DebtBook.

Fifth Asset, Inc. d/b/a DebtBook

Albany County, NY

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contract #: 2026-0968

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Probation A3140

Date Submitted:

Contact Person: [William Connors]

Contact Phone: 518-487-5194

Vendor Info: 4th Family Inc.

Estimated Amount: 100,000

Scope of Services: Probation Project Growth Expansion

Budget Line Item: A93140.4049

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MATTHEW CALDERWOOD
Principal Probation Officer

DANIEL P. MCCOY
County Executive

**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

May 20, 2026

Albany Contract Board:

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

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

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: RFP 2025-121 Juvenile Justice Support Services

Dear CAB:

Authorization is requested to contract with Big Brothers Big Sisters of the Capital Region.

An RFP was issued by Albany County seeking Proposals for Juvenile Justice Support Services. The program will be responsible for new referrals and complementing current Probation Program Project Growth. Programming will include five pillars, social emotional learning, STEM through sports, conflict resolution and gun violence prevention, career readiness, and leadership and mentorship wraparound services

4th Families was selected as the vendor. The cost is \$100,000. per year.

Thank you for your consideration.

Sincerely,

Probation Director



DANIEL P. McCOY
COUNTY EXECUTIVE

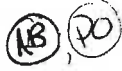
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Department of Children, Youth and Families

FROM: Pamela O Neill 
Purchasing Agent

DATE: August 25, 2025

RE: RFP #2025-121

I am in receipt of your recommendation to award the aforementioned to **4th Family and Northern Rivers** in the amount of \$100,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of **4th Family and Northern Rivers**.

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

Schedule A

Schedule A shall include the following:

1. RFP 2025-121 Juvenile Justice Support Services 4th Family Submission
2. Vendor's Proposal dated August 1, 2025

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES



RFP #2025-121

JUVENILE JUSTICE SUPPORT SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov**

TITLE: JUVENILE JUSTICE SUPPORT SERVICES

RFP NUMBER: 2025-121

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-PROPOSER RESPONSE

RFP # 2025-121

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-121

Sealed Proposals for JUVENILE JUSTICE SUPPORT SERVICES as requested by Department for Children, Youth and Families will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 1, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, July 17, 2025.

Pamela O Neill
Purchasing Agent

Dated: ***July 8, 2025***
Albany, New York

PUBLISH ONE DAY – ***July 17, 2025*** -- THE EVANGELIST
PUBLISH ONE DAY – ***July 17, 2025***-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
JUVENILE JUSTICE SUPPORT SERVICES
DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
RFP #2025-121

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 from qualified, community-based organizations or service providers to deliver comprehensive, trauma-informed support services to at-risk and juvenile justice-involved youth.
- 1.2 This initiative aims to create a referral-based service framework connecting the Department for Children, Youth and Families (DCYF), the Department of Probation, Albany County Family Court, local school districts and local law enforcement agencies, to a centralized vendor equipped to provide holistic, evidence-based interventions for youth aged 7-18 involved in or at risk of involvement in the juvenile justice system.
- 1.3 The goal is to create a supportive and responsive resource for youth referred through the juvenile justice system, family court, or child welfare services as they often face intersecting challenges inequities, educational disruption, and lack of stable adult support—that increase their risk of continued involvement with the justice system and long-term negative outcomes.

SECTION 2: RECEIPT OF PROPOSALS

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

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

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

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by Department of Children, Youth and Families.
- 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 at-risk and juvenile justice-involved youth. If your firm has particular experience with juveniles referred from the NYS Family Court system, please provide additional details.
- 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 Proposals should clearly demonstrate the vendor's capacity to deliver or coordinate the following services within a cohesive framework:
- Mentorship and Positive Youth Development: one-on-one and group mentorship by trained adults and credible messengers, trauma-informed, relationship-centered approaches, ongoing mentor training and oversight.
 - Academic and Cognitive Support: individualized tutoring, study habit coaching, school re-engagement plans or GED pathways
 - STEM-Based Enrichment Activities: hands-on, project-based learning in areas such as robotics, coding, environmental science and digital media
 - Social Emotional Learning and Support: conflict resolution, goal setting, positive peer interaction, self-advocacy training, informational seminars, counseling
 - Sports, Fitness, and Recreational Opportunities: provide classes, workshops and connections in a multitude of areas that will engage and stimulate the imaginations of our youth and families.

- Career Readiness and Employment Support: career exploration and goal planning, resume and interview workshops, mock interviews, partnerships with local employers
- Counseling Services: guided group sessions, crisis response protocols and referrals pathways and advocacy.
- Juvenile Rights Advocacy and System Navigation: support youth in understanding and asserting their rights, active collaboration with law enforcement, child welfare and probation partners.
- The inclusion of juvenile justice youth in decision making.

4.2 The selected vendor must:

- Have at least three years of experience working directly with at-risk and justice involved youth within the County of Albany.
- Have experience with facilitating or advising juvenile justice reform committees or similar interagency bodies.
- A strong advocacy background, including commitment to juvenile rights, diversion alternatives and restorative justice.
- Have capacity to collaborate with court-appointed advocates, caseworkers, school personnel, probation officers, and families.
- Be culturally competent in serving BIPOC, LGBTQ+ and system impacted youth.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for **one year** upon the full execution of this contract.
- 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. Initial funding is for a one-year contract, cost not to exceed \$100,000.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the Albany County ***Department for Children, Youth and Families***. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Familiarity with the residents, families, schools, and government agencies within Albany County	30%
Previous experience in providing juvenile justice-involved youth programming as outlined in the scope of services	30%
Demonstrated ability to focus on various program areas simultaneously	30%
Cost of Proposal	10%
Total	100%

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

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

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

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

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

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

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

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

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

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

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing,

at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

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

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

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

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

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

- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

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

SECTION 21: ANTIDISCRIMINATION CLAUSE

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

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

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer,

board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

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

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

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

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

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: JUVENILE JUSTICE SUPPORT SERVICES

RFP Number: 2025-121

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **JUVENILE JUSTICE SUPPORT SERVICES**

RFP Number: **2025-121**

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 THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each 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? ☐ Yes ☐ No <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? ☐ Yes ☐ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> 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 AFFILIATES¹: ☐ Yes ☐ No

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

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

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

**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



4th Family Inc.
141 Washington Ave,
Albany, NY 12210
www.4thfamily.org
EIN/TIN:45-3211432

About 4th Family

Our mission is to assist, empower, and educate those in the community who strive for success. We envision a society that exudes integrity, encourages education, produces leaders, and fosters growth for the ascension of the individual and the community as a whole.

Brief History of 4th Family

4th Family is a IRS 501C(3) non-profit based out of Albany NY that was founded in 2011 by two young African-American males, John Scott (Chief Program Officer) and Jahkeen Hoke (Chief Development Officer). The idea of creating a non-profit to address the issues faced by youth in inner city Albany was originally developed by Jahkeen Hoke as a student at Morehouse College. John Scott became involved following the tragic murder of Eddie Stanley, who John had coached in AAU Basketball. <https://www.msn.com/en-us/news/crime/the-last-shot-film-on-schenectadys-eddie-stanleys-death-puts-spotlight-on-gun-violence/ar-AA10RuFC>

Together, John and Jahkeen founded 4th Family Incorporated in 2011.

The 4th Family Name

The name 4th Family is based on an African proverb that described the ties that bound communities together. The first family is the nuclear family, the second family is the immediate extended family, the third family is the continued extended family. The 4th Family is composed of individuals and a greater community that provides a support network to all of its members, at times may be more impactful and influential than the other aspects of one's family. Hence our slogan: It Takes a Community

4th Family Program Overview

We have composed two innovative programs, and various events that re-capture the interest of the inner-city. Our programs and events help us to build a strong rapport with members of the community. It is our desire to be able to work with all the people in the community who are from various backgrounds and different age groups. By encompassing all of these different community outreach programs/events, we believe that our organization will continue to have a major impact on the inner-city, and will ultimately bring a change in the mentality of the people in our society that is long overdue.

2017 Sloan Sports Analytics Conference
1ST PLACE WINNERS
hosted by ESPN



4th Family's
WORK REPLICATED
at other schools and programs



4th Family's
PROUD PARTNERS
include:



Work of 4th Family S.T.E.M. Program has been presented at technical and educational conferences in New York City, Orlando, Miami, Chicago, Las Vegas, Los Angeles, San Francisco, Minneapolis, and Milan, Italy.

Program Approach & Development

At 4th Family we seek to redevelop the network within urban communities and use this network to provide a platform for talented individuals to make a positive impact on these communities. This platform approach allows 4th Family to address a diverse set of challenges facing the inner city. The 4th Family slogan "It takes a community" is intentionally open to interpretation so that that platform can be adapted to changing needs in the community. At present, the 4th Family's platform approach has three main areas of investment:

- 1) It takes a community to mentor our children.
- 2) It takes a community to promote STEM education in the inner city.
- 3) It takes a community to reduce prison recidivism among young black men.

Between these three initiatives is the common thread of social responsibility, economic mobility, entrepreneurship, and racial justice.

4th Family After-School Mentoring Program

Our young people are in need, and fully deserving, of adult mentorship that encourages them to identify their aptitudes, take responsibility for their futures, and know and practice the habits that will set them up to pursue economic and social goals. 4th Family has responded to that need since 2015 with mentoring programs that provide social and emotional support to students in Tier 1, 2, and 3 intervention programs. We have served thousands of at-risk youth while providing a platform to empower adults in the community as mentors.

The 4th Family Mentoring program is a prevention group which aims to: Provide social and emotional support to students who have/ are in danger of falling below the 80th percentile, as documented on their classroom discipline data (Dojo points), or through classroom observation.

4th Family S.T.E.M. Program

The central thesis for the 4th Family STEM program is that out-of-school STEM enrichment programs are inaccessible to marginalized youth because they don't have a pre-existing interest in STEM. Essentially, the only kids who sign up for robotics clubs are kids who choose to participate because their parents tell them to, or are already interested in robotics or STEM. This self-selection for enrichment exacerbates under-representation of minorities, females, and economically disadvantaged youth with STEM. As STEM degrees are becoming increasingly valuable in our modern economy, getting these groups into STEM has become a matter of social and economic equality.

Responding to the clear education and employment gap of urban youth in the STEM disciplines, the 4th Family co-founders came together to connect youth with the opportunity and motivation to seek further education and potential career in a STEM field. We give at-risk youth a gift that lasts a lifetime: the knowledge that science is within reach. The confidence to research, analyze and present data - in context - supports economic mobility, entrepreneurship, social and racial justice. Science belongs to us all, with an understanding of science, we stand tall.

(Before-School) Program Overview

We provide a 4th Family morning program, for students whose teachers recommend them, based on their response to intervention. For the students who are referred for Tier 1, 2, or 3 interventions, a 4th Family Program director and mentors will guide students into learning of financial literacy, entrepreneurship, and also put them through a series of character development workshops.

Program Elements

Mentorship: 4th Family program directors and mentors are of the community in which we serve, and passionate about supporting our young people. Our programs provide a structured platform that allows them, in a ratio of 1 per 8 students, to direct the attention of students to specific thematic behaviors. The purpose of the program is to make sure students are mentally, socially, and emotionally ready for the school day. Under the guidance of 4th Family mentors, students not only participate in multiple engaging stem activities, but each session also focuses on a different social/emotional skill.

4th Family Lunch Program

4th Family lunch program, for students whose teachers recommend them. A 4th Family program director and mentors will guide students with a personal development approach and in a mentoring environment. Members of 4th Family staff will meet students during their lunch, to check in, provide support, and redirect.

Mentors check in (Phone, E-mail, In person) with Classroom Teachers, regarding student's behavior. Check-ins with Parents may be necessary if a student's behavior continues to be a problem in the classroom. A narrative of how that student is doing will be kept in the student's file. A 4th Family staff member meets monthly with a member of the MTSS team, and connects with each student's parent at least twice a month. **Students last year in our programs at Schuyler and Giffen in 2020 showed a 5% reduction in referrals, and 53% of our students met their Math & ELA goals. Both of these outcomes exceeded the school's expectations. Both of these schools included 4th Family in their school comprehensive education plans. The topics covered during our lunch program include:**

- Taking responsibility for your actions.
- Lifetime Aspirations, developing a personal mission statement.
- Learning Effective Time-Management strategies.
- Developing a positive Mindset. Integrity, Maturity, and a positive mindset.
- Effective Communication Skills in all settings, Active Listening.
- Understanding the importance of cooperating with others, Valuing others opinions, Appreciating differences.
- Applying what you have learned, enhancing your best assets.
- Understanding how to advocate for oneself.
- Complete tasks/Able to focus in class and at home.
- Expressing oneself in a positive manner.



Response to County of Albany RFP #2025-121

Non-Profit Prevention Program Operation Related to Juvenile Justice Support Services

*4th Family Inc.
141 Washington Avenue
Albany, NY 12210*

*Jahkeen Hoke
Chief Executive Officer, 4th Family Inc.
4thfamily.org*

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August 1, 2025

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

**Re: RFP2025-121 Non-Profit Prevention Program Operation & Management Related to Youth
Juvenile Justice Support Services**

Dear Ms. O Neill:

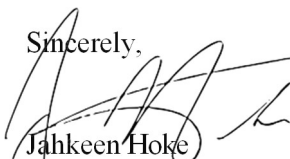
On behalf of 4th Family Inc., I am pleased to submit the enclosed proposal to deliver youth-development programming, wraparound support services, and systems coordination as part of Albany County's Juvenile Justice Support Services and Supervision and Treatment Services for Juveniles Program (STSJP) efforts.

4th Family brings over a decade of localized experience and demonstrated impact working with justice-impacted, court-involved, and high-risk youth in Albany County. Since our founding in 2011, we have served more than 10,000 young people across the City of Albany and currently engage over 200 youth daily through our school-based, community-based, and court-referred programs. As a result, we are uniquely equipped to provide the comprehensive and holistic services outlined in the RFP. Within our Prevention Program cohort alone, we have worked intensively with over 160 youth, providing consistent mentorship, skill-building, and support to help them navigate complex personal and systemic challenges. Our Prevention Program alone has intensively supported over 160 youth at risk of deeper system involvement—many of whom were referred directly by Albany County Family Court judges through the New York State Unified Court System (Third Judicial District). Our staff, including Mr. Smalls and Mr. Scott, conduct immediate intakes upon referral and provide individualized services that span employment training at the MAPP (Multi-Apprenticeship Preparation Program), emergency housing assistance, food access, haircuts, and clothing support—offering both dignity and stability to youth and families navigating crisis.

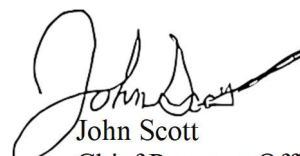
Our core programming is anchored in five pillars: Social-Emotional Learning, STEM+M through sports, Conflict Resolution and Gun Violence Prevention, Career Readiness, and Leadership & Mentorship provides wraparound access and holistic pathways to reduce recidivism, improve academic engagement, and build social capital among youth often excluded from opportunity, all through the provision of unique personal development opportunities and educational programming. Our team, many of whom are from the very neighborhoods we serve, leverage their lived experience and professional expertise to connect authentically and sustain impact.

We understand that the task at hand is both urgent and complex which is why we are pleased to offer the enclosed proposal to provide a coordinated, high-capacity, and community-rooted plan to ensure youth in our County and City are not defined by their involvement with the system, but rather their capacity to thrive beyond it to build safer communities for all. As Chief Executive Officer, I am duly authorized to bind 4th Family to any and all contracts, including the enclosed proposal.

Sincerely,



Jahkeem Hoke
Chief Executive Officer



John Scott
Chief Program Officer

II. 4th Family Inc. Statement of Qualifications

a. 4th Family's Origins

4th Family Inc. is a 501c3 founded in Albany, NY, in 2011 with a mission to empower underserved communities by educating and equipping at-risk youth and adults with unique personal development opportunities and resources at the intersection of sports, service, mentorship, social/emotional learning (SEL), and STEM+M. 4th Family, Inc. was founded in 2011 by two young African-American males, Jahkeen Hoke (Chief Executive Officer) and John Scott (Chief Program Officer). The idea of creating a non-profit to address the issues faced by youth in inner city Albany was developed by Jahkeen Hoke as a Morehouse College student for a social entrepreneurship course and sustained through grassroots passion and strategic partnerships. John Scott joined following the tragic murder of Eddie Stanley, the 15-year-old Schenectady High School Basketball star whom he coached in AAU basketball. As products of Albany, our team is committed to investing in our youth by investing in providing youth and families unique array of wrap-around services, meeting them where they are with the intent of redeveloping the hierarchy within urban communities to provide a platform for individuals to make a positive impact within themselves and their communities.

b. It Takes a Community to Address Deeply Rooted Challenges: Our Work Over the Years

This engagement aligns exactly with 4th Family's mission and proven capacity: addressing complex and deeply rooted community challenges by delivering trauma-informed, culturally grounded, and youth-centered solutions that produce real, measurable outcomes. Our work sits at the intersection of public safety, education, behavioral health, and youth development. Since 2011, 4th Family has worked alongside youth, schools, families, and systems to create environments where healing, self-regulation, and transformation are possible - especially for young people most impacted by generational poverty, community violence, and racialized trauma.

We have engaged more than **10,000 youth citywide**, and currently work with **more than 200 students daily**, including **over 150 youth in prevention cohort programming** - many of whom are court-involved, chronically absent, or struggling with emotional and behavioral regulation in traditional settings. We provide wraparound services grounded in best practices from violence prevention research, restorative justice, youth development, and systems change. This initiative offers an opportunity to build on that foundation—scaling what already works for our city's most vulnerable and most promising youth.

Our local credibility, lived experience, and operational readiness position us to execute this work with integrity and urgency. We don't just understand the problem - we've lived it, studied it, and solved it at scale in schools, neighborhoods, and juvenile justice systems across Albany.

As just a few examples of our experience and qualifications:

- **Deep, Direct Experience in Albany:** 4th Family is Albany-born and Albany-built. Our co-founders are from this city, as is the majority of our staff. Our staff includes credible messengers, educators, clinicians, and public health practitioners embedded in city schools, neighborhoods, and agencies. We're not contractors parachuting in—we are co-creators in this community's healing and future.
- **Violence Prevention Through Relational Healing and Skill-Building:** Our program blends lived experience with professional strategy. Through a two-phase process - **Reveal and Rebuild** - we

meet youth in their pain and guide them through transformation. The first phase creates safe, grounded spaces to surface trauma and process harmful behaviors through restorative circles and culturally responsive facilitation. The second phase builds practical life skills, emotional regulation, and mental health literacy while connecting youth to therapists, mentors, and tutors.

- **Coordinated Intervention with Schools and Systems:** We partner directly with the City School District of Albany, Albany County's youth-serving agencies, and community-based organizations to ensure our prevention work is aligned with real-time needs. Our team is embedded in schools and responds to students in crisis, often preventing escalation, suspension, or legal involvement through direct intervention, conflict mediation, and wraparound planning.
- **Public Health and Safety Lens:** Our work reflects best practices in behavioral health and community violence prevention, treating violence as a public health crisis. We incorporate social-emotional learning, somatic healing, goal setting, and behavior tracking to drive sustainable change. Through structured programming and professional partnerships, each youth receives an average of **one individual therapeutic or academic support session per week**.
- **Innovative Group Programming:** Our circle-based model is a biweekly structure where youth are challenged and supported. It is both humanizing and rigorous; students are required to take accountability, show up for their peers, and set real goals. We combine individual coaching with collective learning and reward systems that reinforce progress.

c. The Continuum of Our Care: The Infrastructure of Collaborative Community Development

4th Family has demonstrated capacity to engage in sustained, multidirectional collaboration with court-appointed advocates, caseworkers, school personnel, probation officers, and families. Our organizational model is built on interagency coordination and relational infrastructure that prioritizes continuity of care across systems. In the context of our prevention programming—particularly with youth referred through Albany County Family Court—we routinely participate in interdisciplinary case reviews, provide progress reports to the Albany County Department of Children, Youth, and Family Services, and facilitate joint planning sessions with school districts and service providers. Our staff are highly experienced in navigating confidentiality protocols (e.g., HIPAA, FERPA), maintaining cultural humility in family engagement, and translating systems-level mandates into actionable, youth-centered interventions. This collaborative capacity is not ancillary to our work; it is central to our ability to ensure consistent, trauma-informed responses that align institutional expectations with the developmental needs and lived realities of the youth we serve. Our team has built a reputation for responsiveness, reliability, and clarity in cross-sector communication, making us a trusted partner in complex, high-stakes cases requiring coordinated support across multiple touchpoints.

4th Family possesses a robust and sustained advocacy infrastructure rooted in juvenile justice reform, rights-based approaches to youth development, and systems-level transformation through diversion and restorative justice. Our organizational praxis is guided by the belief that carceral responses to youth behavior are insufficient, often counterproductive, and disproportionately applied to marginalized populations. As such, we have strategically positioned our work at the intersection of community empowerment, policy engagement, and frontline intervention to dismantle harmful systemic pathways and construct equitable alternatives.

Through our administration of the Albany County Youth Juvenile Justice Advisory Committee (YJJAC), 4th Family facilitates a formalized space for justice-impacted and systems-involved

youth to critique existing institutional practices, co-develop recommendations, and engage in structured dialogue with decision-makers. This body is not advisory in name alone—it is a platform for participatory governance and accountability, intentionally designed to center the lived expertise of youth as a critical lever for institutional reform. Our model combines leadership development, civic engagement, and community-based participatory research to ensure youth are heard and are positioned as experts in shaping reforms that impact their lives. To date, youth participants have produced formal recommendations related to public safety, resource allocation, and diversion programming, directly influencing county strategies and investment priorities. This work reflects our broader commitment to equity, voice, and systemic accountability.

In addition to policy work, we maintain direct service operations that embody restorative and diversionary principles in practice. Over the past 18 months, 4th Family has received continuous referrals from Albany County Family Court through the New York State Unified Court System (Third Judicial District), engaging young people at the point of system contact to redirect them into holistic, non-carceral support systems. Upon referral, youth and families undergo an intake process facilitated by our seasoned staff, including Mr. Smalls and Mr. Scott, who then coordinate a continuum of responsive services. These include workforce development through the MAPP (Multi-Apprenticeship Preparation Program) site, crisis intervention resources such as emergency housing assistance, and basic needs support (food, clothing, hygiene, and transportation). Our model operates as both a diversion pathway and a stabilizing mechanism, reducing recidivism while affirming the inherent dignity and potential of every participant. Our responsive, relationship-driven model has built trust with both the courts and the communities we serve, ensuring youth have tangible pathways out of system involvement and into opportunity.

Taken together, our work reflects an integrated approach to advocacy where juvenile rights are not abstract ideals but operational mandates embedded in every layer of programming, policy development, and systems engagement.

d. 4th Family's Unique Approach and Perspective to Youth Development & Prevention

The work of violence prevention in Albany cannot succeed through enforcement or punitive policy alone—it requires an intentional investment in community-rooted systems of care, accountability, and belonging. 4th Family brings an approach that reflects both *lived proximity to harm* and *expertise in systems change and youth development*. Our methodology is built around three core principles that will guide our engagement with this initiative:

1. Healing is the Foundation for Safety

We begin with the understanding that violence is often an expression of unprocessed trauma and unmet emotional needs. Our Reveal phase allows young people to share their experiences, break out of survival mode, and begin the process of identity reclamation. This is not therapy disguised as programming—it is honest, deeply intentional space for students to reckon with pain, rewrite their stories, and reconnect to their humanity.

2. Prevention is Built Through Skills, Structure, and Support

In the Rebuild phase, youth are supported through real-life practice - learning how to self-regulate, communicate under pressure, set goals, and take accountability. We build consistency and structure while recognizing the chaos many students navigate daily. This phase includes workshops in emotional regulation, personal development, and educational reengagement, supported by a multidisciplinary team of coaches, clinicians, and educators.

3. Change is Measurable, But Growth is Holistic

We track data rigorously. Youth progress is evaluated using qualitative (journaling, self-assessment, pre/post surveys) and quantitative (attendance, school behavior, legal status, academic improvement) methods. We believe that behavior change is important - but so is building youth who are hopeful, confident, and emotionally literate. Our systems capture both.

e. Program Overview: Our Two-Phase Youth Development & Prevention Model Rooted in Healing and Accountability

Our violence prevention program was born from hard truths – some of us once contributed to the same cycles of harm, all have been impacted by violence, and we now work every day to interrupt. We carry the scars and lessons of what it means to survive systems that treat pain with punishment, and we’ve come to understand that violence is often the language of people who were never taught another way to speak.

This program is not theoretical. It’s built on the lived experiences of people who’ve done the work both internally and externally to break the cycle. Combined with evidence-based practices in trauma-informed care, restorative justice, and adolescent development, we’ve built a model that helps young people move from chaos to clarity, from reaction to regulation, and from isolation to purpose.

Launched in 2021, our Prevention Program has directly supported more than 150 young people through our violence prevention and conflict resolution programming, providing consistent mentorship, skill-building, and support to help them navigate complex personal and systemic challenges. These students - ranging from 10 years old to young adults in their early 20s- come from communities and life circumstances marked by trauma and systemic inequity. Our holistic, youth-centered approach has resulted in reduced school suspensions, increased program retention, improved emotional self-regulation, and greater readiness for work, education, and other opportunities. Upwards of 80% participants who completed the program reported improved problem-solving skills and stronger trust in adults - key indicators of resilience and long-term success. Students participating in our prevention program come from Albany High School, Tony Clement Center for Education, Albany Leadership for Girls, Hackett Middle School, Myers Middle School, North Albany Middle School, Green Tech, and KIPP.

In Spring 2024, we launched our latest cohort, allowing us to build relationships with youth throughout the summer. By offering stipends, we were able to establish trust and consistency before the 2024-2025 academic year began, laying the groundwork for deeper engagement.

Key components of our programming include:

- Character development workshops
- Field trips and career exposure opportunities
- Paid internships and job placements
- Weekly group sessions covering topics such as conflict resolution, self-control, goal setting, and emotional regulation

- Community clean ups

In 2024, we developed a strong relationship with Albany County, resulting in our case load doubling. 4th Family is currently involved in providing support to youth through a variety of Albany County initiatives, including:

- Facilitators of the Albany County DCYF Youth Juvenile Justice Advisory Committee
- Active members of the Albany County Youth Diversion Program
- Participants in the Albany County SPEAR Project
- Referral partners with Albany County Family Court and Probation

f. The Full Body & Scope of 4th Family's Work

Pillar 1. STEM+M Through Sports

Per the Pew Research Center, employment in STEM+M fields has increased by 79% in the past three decades. 4th Family understands that middle and high school are critical periods of time for the development of self-identity. It is also a time when students begin to consider college & careers (Pfeifer & Berkman, 2018). Despite the potential of S.T.E.M. employment as a driver of socioeconomic mobility, these careers have well-documented issues with racial and gender diversity among its ranks.

The overarching theme of all of our work, and our approach to STEM is community first. Coaches and mentors are from the neighborhoods we serve and are passionate about supporting our young people. The 4th Family model utilizes the innate interest and positive disposition many youths have towards sports to teach the scientific method and STEM through our unique programmatic model, thereby increasing access to STEM careers for diverse, underserved youth is important, primarily because of how important STEM skills are for jobs of the future.

The cultural power of sports is undeniable. Sports interest and participation crosses many racial and cultural demographics. Advances in sports science & analytics techniques, coupled with the acceptance of sports science by professional sports franchises, have revolutionized the role of STEM in professional sports.

4th Family responded to this vast need by designing and delivering positive, authentic science-based programs. We are leveraging young people's love of sports to switch on their overlooked aptitudes, giving them access to the most critical sector of our economy by highlighting the potential for life-changing empowerment and long-term impact by creating pathways to the S.T.E.M career pipeline through exposure to data analytics, sports science, biomechanics, sports leadership roles, sports broadcasting, and more.

- Our program offers students:
 - Increased enjoyment of using S.T.E.M outside of school
 - Increased interest in S.T.E.M career pursuit after college
 - Experience performing self-motivated, DIY experiments with the assistance of S.T.E.M. professionals/professional athletes
 - Individualized mentoring
 - Authentic exposure to STEM applications within basketball as methods for player development and growth

The 4th Family principles, program delivery, and program results have been validated and recognized by academics, researchers, college coaches, and practitioners across the country.

- 4th Family responded to this vast need by designing and delivering positive, authentic science-based programs.

- We are leveraging young people’s love of sports to switch on their overlooked aptitudes, giving them access to the most critical sector of our economy.

This is achieved through integrated STEM activities such as the CourtScience Sport Science Experience – an instructional and technical exercise that utilizes different pieces of equipment our biomedical engineering staff has fabricated at a low and accessible cost to allow youth to participate in model NBA Combine exercises to replicate the measurements collected by professional basketball players performing at the highest level.

The overarching theme of all of our work, and our approach to STEM is community first. Coaches and mentors are from the neighborhoods we serve and are passionate about supporting our young people.

Pillar 2. Social & Emotional Learning (SEL)

Since 2015, 4th Family has been purposefully addressing and utilizing the social and emotional strengths and needs of our students. We have spearheaded a comprehensive curriculum that offers holistic support to k-12 students, with a particular focus on those in our Tier 2 and Tier 3 intervention programs, as well as students with exceptional needs. We offer direct support to the families of these students by providing counseling, self-advocacy training, informational seminars, childcare services, and assistance with public resources.

Pillar 3. Conflict Resolution & Gun Violence Prevention

In 2021, the Prevention Program was developed to help students address and overcome obstacles, wounds, and trauma. The objective of the program is to steer young people away from the path of crime and violence, preventing gun violence and recidivism, and creating a platform for students to redefine their narratives. This program is carefully designed to reinforce responsible behavior, enhance employment prospects, and offer practical skills. It provides a range of supportive services such as; guided group sessions, individual counseling appointments, cognitive and academic assistance, as well as guidance for job-seeking.

Pillar 4. Mentorship, Career Readiness & Personal Development

Established in 2011, the mentor and career readiness program meets weekly and caters to more than 300 students from pre-K to 12th grade. Careful observation, testing, and assessments are made to create individualized plans for each student. Targeted to the economically disadvantaged and under-resourced, students are paired with a mentor who encourages them to recognize their strengths, take ownership of their futures and develop healthy habits necessary to meet their economic and social goals. Over the years, this program has helped students navigate their pursuit of higher education and has been instrumental in fostering employment opportunities.

g. Key Personnel: The 4th Family Team

4th Family is founded and based in the City of Albany, NY. All personnel listed below work in the City of Albany. The non-profit management, business administration, and finance team office is located at 134 Central Avenue, Albany, NY 12206. The program management staff are located across the City of Albany at sites including the following City of Albany School District locations: Roots Academy, Giffen Elementary, Pine Hills Elementary, TOAST, Sheridan Prep, Delaware Community School, Tony Clement Center, Eagle Point Elementary, North Albany Middle School, and Albany High School. Additional program locations include KIPP Tech Valley Primary School and Albany Leadership Charter School, and Green Tech Charter School. When personnel are not

providing on-site programming to youth and families, they are located at the 4th Family administrative offices at 141 Washington Avenue, Albany, NY 12210, the MAPP Building.

Non-Profit Management, Business Administration, and Finance Team -

Jahkeen	Hoke,	Chief	Executive	Officer
As Co-Founder and CEO of 4th Family, Jahkeen provides strategic oversight to ensure the program's success through sound fiscal management, administrative leadership, and long-term sustainability planning. Jahkeen leads all aspects of fundraising and interagency partnership strategy, securing critical resources and aligning public and private support with the program's goals. Leveraging his background in real estate development, nonprofit administration, and investment strategy, Jahkeen ensures that the program is not only mission-aligned but also scalable, measurable, and financially secure. His leadership guarantees compliance with funder expectations, accountability to outcomes, and a high standard of operational excellence across all programmatic areas.				

Jasmine A. Higgins, MPA, Director of Operations & Strategy – Higgins brings a decade of public administration and public sector experience leading equitable community development policy and operational initiatives and grant development. Higgins will provide executive leadership to fulfill data management & analysis, program planning & evaluation, organizational management, and regulatory compliance needs associated with performing on the requested scope of services. With extensive experience structuring and deploying criminal justice-related public initiatives requiring complex stakeholder and regulatory management, including the Policing Reform Collaborative, West Hill Needs Assessment (Albany West), & City of Albany Conviction Sealing Clinic & Community Resource Fair, Higgins will ensure seamless integration between the programmatic aspects and government compliance requirements.

Program Management Staff

John Scott, Chief Program Officer – 4th Family, oversees all elements of program design, execution, and direct service engagement. With over a decade of experience working with justice-impacted youth, John is the architect behind many of 4th Family's most effective interventions, including sports-based mentorship models, STEM education pathways, and trauma-informed youth development programs. For this initiative, John ensures curriculum fidelity, staff training, and day-to-day program execution are aligned with the lived realities of youth navigating the justice system, family court, IEP processes, and detention. His leadership guarantees that programming is not only culturally responsive but also relationship-driven—centered on trust, consistency, and real-world skill building that leads to sustained engagement and transformational impact.

Jamel Smalls, Director of Prevention Programs –

Jamel is the founding leader of Cherish the Chance, a flagship program of 4th Family that delivers school-based mentoring and behavioral coaching for youth at risk of detention or family court involvement. With over a decade of experience, Jamel oversees culturally responsive programming across multiple school sites, supervises frontline mentors, and serves as a trusted liaison for families navigating the juvenile justice and education systems.

Marshay Hines, Education Consultant and Community Systems Strategist –

Marshay serves as an embedded systems navigator between education and community support services. With over 15 years in public education, including as a principal and community school coordinator, she specializes in supporting families facing court proceedings and educational exclusion. Marshay trains educators, coaches' caseworkers, and designs equity-informed frameworks to help students and families access services such as IEP accommodations, wraparound care, and reentry assistance.

Siearra Lacy, Youth Support Specialist & Emotional Wellness Facilitator –

Siearra Lacy brings frontline expertise in delivering trauma-informed emotional and academic support to justice-impacted youth. At 4th Family, she plays a key role in afterschool environments where she provides social-emotional coaching, tutoring, and crisis de-escalation services to students navigating family instability, court involvement, or behavioral intervention plans. Her calm, empathetic presence and ability to connect authentically with students builds the trust necessary for long-term engagement. Drawing from a decade of experience in both community-based and institutional settings, Siearra ensures that vulnerable youth receive consistent adult mentorship and the developmental support needed to succeed both in and out of the classroom.

Jamel Edwards, Director of Program Operations -

Jamel Edwards plays a critical dual role in 4th Family's programming, managing daily operations while directly mentoring justice-impacted students across multiple Albany schools. With a background in logistics, communication, and youth development, Jamel brings structure and compassion to environments where consistency and trust are vital. He oversees staffing, scheduling, and program delivery, ensuring services run smoothly while building individual relationships with students needing social-emotional support. His ability to maintain high-functioning systems while staying grounded in one-on-one mentorship uniquely positions him to drive both organizational excellence and deep personal impact in the lives of youth navigating family court, IEPs, PINS, or detention involvement.

Merlin A. Thomas III, Program Facilitator and Mentor –

Merlin Thomas plays a hands-on role in the successful delivery of direct services to youth engaged in 4th Family's diversion, reentry, and afterschool programming. Drawing from a background that combines property services, engineering, and community athletics, Merlin serves as a program facilitator and mentor, supporting the operational and interpersonal needs of youth navigating family court, IEPs, and justice system involvement. His presence is especially impactful with young men of color, as he builds trust through shared lived experience, sports-based engagement, and consistent relationship-building.

Brandon Everett, After School Program Director – Brandon leads 4th Family's afterschool systems, integrating educational support with social-emotional development and behavioral intervention. Drawing on his experience as a Behavior Interventionist and Community School Coordinator, Brandon ensures students with IEPs, 504 plans, or court involvement receive appropriate care plans. He facilitates partnerships with schools and local service providers while ensuring compliance with OCFS standards.

Jesse Smith Jr, Program Manager and Youth Development Lead - Jesse brings extensive experience in managing residential and community-based programs for court-involved youth. His leadership at Job Corps and long-standing role at 4th Family focus on reentry support, behavior de-escalation, and mentorship through sports and life skills. Jesse directly manages programs that serve justice-impacted youth, including diversion strategies, family support coordination, and detention re-engagement.

Technical Staff (STEM Team – Consultants/Volunteers)

Dr. Alex Ford, DO, RD , Director of Medical Education –

Dr. Alexander Ford leads 4th Family's health and wellness strategy, bringing over a decade of experience as a physician, registered dietitian, educator, and public health advocate. As Director of Medical Education, Dr. Ford develops culturally responsive curricula, facilitates mentorship experiences for youth of color, and creates access to preventative health education for justice-impacted families. His expertise in family medicine, coupled with a deep understanding of trauma and systemic barriers, allows him to design and

deliver interventions that address both immediate and long-term needs of the youth we serve. A nationally recognized speaker and medical contributor, Dr. Ford ensures that every young person in our program is seen, supported, and equipped with tools to pursue holistic well-being.

Dr. Amy Loya, STEM Program Consultant –

Dr. Amy Loya brings her academic background and inclusive pedagogy into 4th Family’s community-based STEM programs, where she develops culturally affirming science curriculum for youth navigating family court, behavioral plans, or out-of-school placements. Amy supports hands-on workshops and learning experiences that foster critical thinking, self-confidence, and exposure to career pathways in science and technology. Her work ensures that youth not only stay engaged in school and enrichment but also see themselves as future scientists, problem solvers, and innovators.

Complete Resumes are Listed in the Appendix

III. References

James Hart, CPWA

Managing Director – Wealth Management Financial Advisor, the Hart Group
Founder & Executive Director, City Rocks Nike Elite Youth Basketball (EYBL)

Phone: (518)527-4565

Email:jimmyray1@me.com

Dr. Maxine Ford

Educational Consultant, CoreInspiration Consulting Inc.

Former Albany City School District Principal, and Independent Monitor, New York State Department of Education, and Independent Monitor for the Office of the NYS Attorney General

Phone: (518)506-6992

Email: mfantroyford@yahoo.com

IV. Plan Implementation

4th Family is prepared to launch Juvenile Justice Support Services in a manner that is both strategic and adaptive to County priorities. Recognizing that contract awards and final MOU signatures may be completed in mid-to-late September, our implementation timeline has been adjusted accordingly. A key feature of our approach is the **early co-development of shared performance standards**, in collaboration with County partners, to ensure consistency across systems and clarity in what defines success for the young people we serve.

- a. **Needs Assessment & Target Population:** Albany County serves youth (ages 7–18) navigating justice system involvement, school disengagement, and trauma exposure. 4th Family’s approach is informed by rigorous local data: school district absenteeism rates, probation violation trends, and community mapping, ensuring our services directly address root causes and systemic inequities documented in Albany.
- b. **Service Framework & Core Phases:** We propose a robust, integrated service model divided into three phases: **Reveal, Rebuild, and Rise**, aligned to the required service categories and priorities. Each phase incorporates purposeful outreach, measurable milestones, clear roles and fidelity to evidence-based restoration and mentorship frameworks.

1. Detailed Scope of Services by Service Category

Service	Description
Mentorship & Youth Development	Weekly individual mentorship (credible messengers with lived experience) and biweekly group circles. Curriculum integrates restorative justice practices and emotional literacy frameworks.
Academic Support	One-on-one tutoring, GED planning, school coordination. Workshops on study skills, executed with accountability logs tied to academic benchmarks.
STEM Enrichment	Project-based modules (e.g., coding, robotics) culminating in public showcases. Designed with input from local higher-ed partners.
Social-Emotional Learning	SEL circles facilitated monthly - drawing on CASEL-aligned curricula and trauma-responsive strategies. Includes concurrent family caregiver sessions.
Recreation & Community Engagement	Daily wellness programming (sports, mindfulness). Peer-based teams host open gym and community field experiences. Incentive structure tied to positive youth engagement.
Career Readiness	Resume building, mock interviews, internships with local employers, career assessments. Ongoing support from Workforce Manager.
Counseling Services	Weekly group healing circles by licensed clinicians, trauma-informed individual check-ins, referral path to external therapy as needed.
Legal Advocacy & System Navigation	“Know-your-rights” workshops, case coordination with court, probation, CPS referrals, and family court advocacy.
Youth Leadership & Engagement	Monthly Youth Advisory Circle advising program design, youth-led focus groups, feedback loops integrated into reporting.

2. Implementation Timeline

The following implementation timeline presumes an award and signed contract no later than September 1, 2025. Timeline adjustments will be required should the award and MOU be signed after that date.

Date	Activity
September 1–15, 2025	Stakeholder Engagement & Performance Alignment • Convene kickoff meeting with DCYF, Probation, Family Court, Albany City School District, school districts, and key partners • Review active caseloads and anticipated referral pathways • Establish consent protocols and data-sharing agreements • Request Albany County’s defined metrics of success • Present 4th Family’s performance framework • Develop shared outcome indicators integrating juvenile justice, education, and behavioral health data

September 16–30, 2025	Administrative Readiness & Program Planning • Finalize calendar of services across all program areas • Update case logs, attendance trackers, and curriculum plans • Coordinate schedules with therapists, legal educators, and facilitators • Prepare facilitator toolkits and orientation resources • Conduct staff refreshers on revised documentation protocols • Finalize mental health triage and referral protocols
December 2025	First Quarterly Progress Report • Submit County-aligned progress report • Report on participation, attendance, and initial youth progress • Include outcome data from academic and behavioral indicators • Identify system coordination successes and emerging challenges
January – May 2026	Full Program Execution • Deliver full suite of required services (mentorship, tutoring, SEL, counseling, enrichment, advocacy) • Conduct biweekly data reviews to monitor youth performance • Maintain monthly coordination calls with County partners • Implement mid-year feedback surveys with youth and families • Adjust services responsively based on evaluation and trends
June – July 2026	Phase III: Rise – Summer Enrichment & Transition • Launch intensive summer programming (STEM, paid internships, rec trips) • Facilitate youth-led showcases and community events • Deliver career readiness and post-program planning and workshops • Conduct exit evaluations and youth interviews
August 2026	Final Evaluation & Contract Closeout • Submit comprehensive end-of-program evaluation report • Compare results against County-provided and co-developed metrics • Conduct stakeholder debrief meetings • Share data-driven recommendations for sustainability or expansion • Complete all closeout documentation and reporting deliverables

3. Evaluation & Methodology

At 4th Family, our approach to evaluation is grounded in Continuous Quality Improvement (CQI) principles, ensuring our programs are dynamic, data-informed, and responsive to the evolving needs of the youth and communities we serve.

We implement a three-tiered evaluation model that integrates:

1. Academic & STEM Proficiency (NGSS-Aligned) We design and assess STEM learning experiences based on the Next Generation Science Standards (NGSS) to ensure youth participants engage in real-world, inquiry-based learning that promotes scientific literacy, problem-solving, and systems thinking. Pre- and post-assessments, project-based evaluations, and facilitator observations are used to measure growth in content mastery and critical thinking.

2. Social-Emotional & Behavioral Health (CQI-Aligned) Using CQI best practices, we regularly collect feedback from students, families, and staff through surveys, reflection sessions, and focus groups. This data drives iterative improvements in curriculum delivery and training. Our SEL components focus on emotional regulation, conflict resolution, self-efficacy, and positive identity development, tracked using rubrics and behavioral progress indicators.

3. Wellness & Equity Impact (SDOH Framework) We track the broader Social Determinants of Health (SDOH) such as access to mentorship, education, employment, and community safety, to evaluate the systemic impact of our programming. We partner with schools and partner agencies to measure outcomes like improved attendance, decreased disciplinary incidents, access to career pathways, and overall family engagement. Through this integrated framework, we don't just measure what students learn; we assess how they grow, why that growth matters, and where systems must evolve to sustain their success.

V. Cost Proposal

Total Funding Requested: \$100,000

Proposed Contract Term: October 1, 2025–August 1, 2026

Category	Description	Amount
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TOTAL: \$100,000

Note: Cost to Albany County w. Proposed Addition of County Caseload. The true cost of services provided by 4th Family Inc. is identified below.

Program Staffing Budget Overview & Pay Rates

Program Staffing Budget Overview				
Name	Salary/Wages	Market Cost (per/hour)	Cost-share-Albany County	Role & Activity
Amy Loya	\$ 11,200.00	\$ 35.00	\$ -	STEM/Career Programming
Jasmine Higgins	\$ 44,800.00	\$ 25.00	\$ 3,000.00	Program Admin & Finance
Jamel Edwards	\$ 70,000.00	\$ 33.65	\$ 14,000.00	Program Operations & Mentor
Jessee Smith	\$ 52,000.00	\$ 25.00	\$ 15,500.00	Program Operations & Mentor
Jahkeen Hoke	\$ 90,000.00	\$ 43.27	\$ -	Program Admin & Finance
John Scott	\$ 123,844.00	\$ 59.54	\$ 9,500.00	Program Manamnent, Services Admin, Program Admin
Jamel Smalls	\$ 53,844.00	\$ 25.89	\$ 16,000.00	Program Director & Services Facilitator
Brandon Everett	\$ 70,000.00	\$ 33.65	\$ -	Program Operations & Mentor
Marshay Hines	\$ 85,000.00	\$ 40.87	\$ 10,000.00	Program Manamnent, Services Admin, Program Admin
Siearra Lacy	\$ 13,328.00	\$ 17.00	\$ -	Program Mentor
Dr. Ford	\$ -	\$ 35.00	\$ -	STEM/Career Programming
Merlin Thomas	\$ 60,000.00	\$ 28.85		Program Operations & Mentor/STEM programming
Admin/Overhead	\$ 80,881.92	\$ 38.89	\$ 5,000.00	Salary, Employment Taxes, Insurance, Health Insurance, office, utilities
Total	\$ 754,897.92	\$ 362.93	\$ 73,000.00	

*** Note***

4th Family is presently supporting the cost of all prevention programming and youth related development in the amount of \$200,000/year as it relates to staff salaries and overhead and direct program costs. The \$200,000 figure does not include direct program costs. Should we be awarded the contract with Albany County, 4th Family will continue to augment the program with \$200,000/year. The above table reflects true costs - market rate pay and costs. Our proposed program from the cost proposal section features a reduced program staffing budget overview of \$55k to support the addition of the proposed County caseload.

VI. Appendix

Jamel Smalls

Program Director | Youth Advocate | Community Leader

Albany, NY | (518) 253-7448 | jamel.smalls@example.com

Professional Summary

Dynamic youth advocate and nonprofit leader with over 10 years of experience supporting justice-impacted youth through trauma-informed mentorship, program development, and educational advocacy. Proven ability to build trust with families navigating family court, IEP/PINS processes, and detention reentry. Brings hands-on skills in leadership, carpentry, team management, and curriculum design. Committed to transforming systems of support for at-risk youth in underserved communities.

Core Competencies

Trauma-Informed Mentorship
Program & Curriculum Development
Behavioral Support & De-escalation
System Navigation (Family Court, IEP, PINS)
School-Based Interventions
Team Supervision & Staff Training
Community Engagement
Culturally Responsive Youth Programming

Professional Experience

Program Director – 4th Family Inc., Albany, NY

Founder of "Cherish the Chance" Program

2010 – Present

Lead school-based mentoring program for at-risk and court-involved youth across Albany City Schools
Develop and implement culturally responsive curriculum integrating restorative justice, emotional regulation, and educational support

Supervise frontline staff and mentors, ensuring trauma-informed care practices

Serve as liaison between schools, family court, and families for PINS and IEP navigation

Coordinate academic tutoring, behavioral coaching, and family engagement initiatives

Maintenance Technician – Peter Young Industries, Albany, NY

2018 – 2020

Performed property maintenance for vulnerable populations including transitional housing clients

Supported clean and safe environments for reentry and recovery programs

Order Selector – Hannaford Distribution, Schodack, NY

Packaging Technician – Balinski Sausage Factory, Albany, NY

Cleaning Technician – Dangle Cleaning Services, Albany, NY

Machine Operator – County Waste, Albany, NY

Various Dates

Demonstrated consistent reliability, team coordination, and attention to operational safety
Supported logistical operations and site cleanliness in construction and industrial settings

Barber – Hair We Are, Albany, NY

2015 – 2018

Built trusting relationships through consistent mentorship of youth clients while delivering professional grooming services

Education

GED – Brandeis High School, New York, NY

Brandon Everett

Program Director | Behavior Interventionist | Educational Equity Advocate

Albany, NY | Beverett518@gmail.com | (518) 912-1964

Professional Summary

Passionate youth development professional with over 8 years of experience designing and leading programs for justice-impacted youth and families. Skilled in behavioral support, program supervision, and collaborative service planning for students navigating IEPs, 504 plans, and PINS referrals. Proven record of aligning school-based programming with trauma-informed practices and OCFS compliance. Adept at building bridges between families, schools, and juvenile systems to foster safe, equitable learning environments.

Core Competencies

Justice-Impacted Youth Support
Behavioral & Risk Intervention
Trauma-Informed Youth Programming
Staff Development & OCFS Compliance
Multi-Agency Collaboration
Community School Models

Professional Experience

After School Program Director – 4th Family Inc., Albany, NY

November 2018 – Present

Lead all daily afterschool operations, integrating culturally responsive, trauma-informed practices
Supervise school-based staff and mentor youth impacted by the justice system
Design and implement educational and life skills activities aligned with IEP and behavioral goals
Serve as system navigator for students involved in family court or diversion programs
Ensure OCFS compliance and documentation of program outcomes

Behavior Interventionist – KIPP Albany Community Charter School, Albany, NY

March 2023 – September 2024

Developed individualized support plans for students with IEPs, 504s, and behavior plans
Collaborated with teachers and support teams to de-escalate crisis moments
Guided family and student meetings to ensure access to appropriate services

Community School Site Coordinator – Albany City School District, Albany, NY

August 2021 – July 2022

Managed implementation of the community school model at a Title I site
Coordinated partner services including mental health, afterschool, and reentry supports

Tracked and reported youth success metrics to the Principal and district office

Teacher Assistant / Substitute Teacher – Albany City School District

January 2019 – June 2020

Provided targeted academic support and classroom behavior management

Adapted instruction for students with learning differences under supervision of certified teachers

Student Success Coach – Excelsior University, Albany, NY

October 2017 – May 2018

Supported first-generation and at-risk college students with academic advising and life planning

Monitored caseload outcomes and implemented interventions to increase retention

Education

Bachelor of Arts in Globalization Studies – University at Albany

Associate of Science in Human Services – Schenectady County Community College

Jesse M. Smith Jr.

Program Manager | Youth Advocate | Workforce Readiness Specialist

Albany, NY | Jsmith241988@yahoo.com | (814) 404-5889

Professional Summary

Dedicated youth development professional and program manager with over a decade of experience leading justice-aligned mentorship and reentry programs for young people impacted by family court, PINS, and detention. Skilled in case management, team supervision, and trauma-responsive leadership. Deeply committed to restorative practices, life skills coaching, and workforce preparation as tools for long-term impact. Proven ability to deescalate conflict and engage youth in structured, meaningful pathways.

Core Competencies

Case Management & Behavior Coaching

Justice System Navigation (Detention, PINS, Family Court)

Mentorship & Youth Leadership

Program Operations & Compliance

Trauma-Responsive Supervision

Professional Experience

Program Manager – 4th Family Inc., Albany, NY

June 2011 – Present

Lead community-based youth programs focused on mentoring, life coaching, and court diversion

Coordinate with family court, schools, and families to provide wraparound services for justice-impacted youth

Manage day-to-day operations of sports-based leadership and afterschool enrichment initiatives

Direct basketball-based youth development programs, including AAU coaching and skills training

Monitor staff performance and ensure programming aligns with 4th Family's mission of equity and opportunity

Center Shift Manager – Glenmont Job Corps, Glenmont, NY

July 2019 – Present

Supervise over 250 students and 7 staff in a residential workforce development program

Oversee youth compliance, safety, and engagement in training and education

Conduct audits, support reentry planning, and mediate behavioral incidents

Recreation Supervisor – Glenmont Job Corps, Glenmont, NY

November 2017 – July 2019

Designed structured recreational programming aligned with personal development goals
Engaged students through therapeutic activities, team-building, and life skills exercises

Dorm & Recreation Supervisor – Glenmont Job Corps, Glenmont, NY

August 2016 – November 2017

Led crisis intervention efforts and mentored youth from diverse and vulnerable backgrounds
Delivered restorative programming and tracked progress toward behavior goals

Volunteer Leadership

Head Basketball Coach | AAU & 4th Family Youth Teams
Site Director | TOAST Afterschool Program (Grades 2–5)
Volunteer Counselor | Brighter Choice Charter School

Education

Associate of Arts in Social Sciences – Schenectady County Community College

Marshay Hines

Education Consultant | Principal | Community Engagement Strategist

Albany, NY | marshay.hines@example.com | (518) 364-2931

Professional Summary

Visionary education leader and youth advocate with 15+ years of experience supporting justice-impacted students and families through culturally responsive instruction, community partnerships, and systems-level engagement. Skilled in program design, family court and IEP/PINS navigation, and trauma-informed academic coaching. Brings deep experience across public schools, nonprofits, and grassroots initiatives to bridge gaps between education systems and community support networks.

Core Competencies

Juvenile Justice & Education Advocacy
IEP/PINS Support & Family Navigation
School-Based Program Design
Community School Coordination
Restorative & Culturally Responsive Practices
Grant Writing & Resource Development
Trauma-Informed Leadership
Parent Partnership & Equity Engagement

Professional Experience

Principal – Albany Leadership Charter School, Albany, NY

August 2023 – Present

Lead school-wide strategy integrating social-emotional learning, culturally responsive education, and real-world impact initiatives
Collaborate with community partners and nonprofit leaders to support justice-impacted youth and their families
Facilitate coaching and professional development for teachers on trauma-informed instruction and equitable classroom practices

Founder – The Block Academics, Albany, NY

July 2021 – Present

Created mentorship and educational intervention program connecting youth to academic support, reentry services, and local opportunity

Organize community-led academic events and support youth facing court involvement and educational exclusion

Community School Site Coordinator – Albany City School District, Albany, NY

July 2020 – Present

Coordinate wraparound services for students, including housing, mental health, academic tutoring, and court support

Track chronic absenteeism, develop re-engagement strategies, and administer programming through grant-funded budgets

Lead parent engagement and justice-aligned family advocacy

Teacher Assistant – Albany City School District

August 2019 – June 2020

Supported classroom instruction for students with IEPs and behavioral health plans

Delivered care plan coordination and crisis response during academic hours

Lead ELA Teacher – Albany Community Charter School, Albany, NY

December 2014 – August 2019

Designed and implemented inclusive curriculum for middle-grade scholars

Used assessment data to improve instruction and ensure modifications for special education students

Owner – Harlow’s Way Event Planning, Albany, NY

December 2018 – Present

Provide free and low-cost event planning services to underserved community groups and nonprofit partners

Education

Master of Public Administration – Excelsior College, Albany, NY

Bachelor of Science in Liberal Arts – Excelsior College, Albany, NY

Associate of Arts in Liberal Arts – Hudson Valley Community College, Troy, NY

Siearra Lacy

Youth Support Specialist | Emotional Wellness Facilitator | Education & Childcare Professional

Albany, NY | siearralacy@gmail.com | (518) 225-0953

Professional Summary

Dedicated and compassionate youth services professional with over a decade of experience supporting children and families in both educational and community-based settings. Skilled in trauma-informed behavioral support, afterschool program delivery, and emotional development coaching for youth facing complex social and academic challenges. Brings a strong commitment to justice-impacted communities, with experience bridging the gap between classroom needs and out-of-school supports to foster safe, inclusive, and empowering environments.

Core Competencies

Emotional & Social Development Support

Youth Mentorship & Behavior Coaching

Trauma-Informed Childcare Practices

Program Operations & Classroom Support

Crisis Response & De-escalation

Professional Experience

Afterschool Youth Support Specialist – 4th Family Inc., Albany, NY*November 2023 – Present*

Deliver emotional and academic support for students navigating stress, trauma, or justice system exposure

Implement tutoring, social-emotional learning, and behavior management within structured afterschool settings

Collaborate with teachers and program directors to create individualized support strategies for high-needs students

Serve as a trusted, culturally responsive adult presence for vulnerable youth

Overnight Stock Team Supervisor – Walmart, Glenmont, NY*October 2022 – Present*

Lead overnight inventory operations and supervise shift teams

Maintain high accuracy in product tracking and floor presentation

Recreation Coordinator – Boys & Girls Clubs of America, Albany, NY*September 2019 – June 2022*

Facilitated youth enrichment through arts, crafts, and recreational activities

Supported daily afterschool programming and contributed to safe, structured environments for school-age youth

Hostess – Chazzy’s Restaurant, Albany, NY*January 2015 – December 2015*

Delivered warm, responsive front-of-house hospitality services

Customer Service Cashier – Price Chopper, Albany, NY*February 2015 – May 2015*

Managed customer transactions, money handling, and service interactions

Education**High School Diploma – Bishop Maginn High School, Albany, NY**

Class of 2012

Jamel Edwards**Director of Operations | Youth Mentor | Program Coordinator**

Albany, NY 12202 | jedwards@4thfamily.org | (518) 977-2248

Professional Summary

Versatile operations leader and youth advocate with over a decade of professional experience in team management, logistics, and mentoring. As Director of Operations for 4th Family Inc., Jamel combines a strong background in program oversight with direct engagement for students requiring social-emotional support. Known for his ability to manage complex tasks with limited supervision, streamline organizational systems, and create supportive environments where youth can succeed academically and personally.

Core Competencies

Youth Mentorship & Social-Emotional Support

Program & Operations Management

Inventory & Supply Chain Coordination

Staff Supervision & Scheduling

Community Engagement & Leadership

Performance Improvement & Goal Setting

Team Development & Training
Communication & Conflict Resolution

Professional Experience

Director of Operations – 4th Family Incorporated, Albany, NY

November 2021 – Present

Mentor students at Giffen Elementary, North Albany Middle School, and Schuyler Achievement Academy with a focus on social-emotional support and resilience-building
Develop and oversee performance improvement plans for staff and student engagement
Manage operational workflows, including staff scheduling, inventory, and resource allocation
Set clear expectations and objectives for program teams, ensuring alignment with organizational goals

City Mail Carrier – United States Postal Service, Troy, NY

June 2014 – November 2021

Delivered mail and parcels along assigned routes while ensuring vehicle and package security
Organized and sorted mail for delivery sequences and monitored inventory of postal supplies
Provided excellent customer service during delivery and collection activities

Warehouse Worker – Butler Schein Animal Health, Albany, NY

August 2011 – June 2014

Processed incoming and outgoing shipments, ensuring timely and accurate order fulfillment
Maintained clean and safe workstations to uphold warehouse safety standards
Supported team operations through cross-training and collaboration

Education

Bachelor's Degree – Communications

Iona College, New Rochelle, NY | May 2009

Associate's Degree – Liberal Arts

Hudson Valley Community College, Troy, NY | May 2007

High School Diploma

Herbert H. Lehman High School, Bronx, NY | June 2004

Certifications

DASA (Dignity for All Students Act)
School Violence Prevention & Intervention
Child Abuse and Maltreatment Training

Jahkeen Hoke**CEO & Co-Founder | Grant Strategist | Real Estate Developer | Community Innovator**Albany, NY | jhoke@4thfamily.org

Professional Summary

Visionary leader and strategic operator with over a decade of experience building and scaling mission-aligned ventures across nonprofit, real estate, and economic development sectors. As Co-Founder of 4th Family Inc., Jahkeen brings a unique blend of executive leadership, grant design, fiscal management, and place-based innovation to every initiative. His work is deeply rooted in advancing equity for justice-impacted youth and families by integrating community development, capital access, and education reform into sustainable solutions.

Core Competencies

Grant Writing & Fund Development
Program Design & Fiscal Oversight
Real Estate Development & Adaptive Reuse
Government & Philanthropic Partnerships
Economic Inclusion & Workforce Strategy
Community Engagement & Youth Mentorship
Executive Leadership & Board Relations

Professional Experience**Co-Founder & CEO – 4th Family Inc., Albany, NY***2010 – Present*

Leads programmatic vision and grant strategy for all youth development and justice-related initiatives

Oversees budgeting, compliance, and contract performance for multi-agency and county partnerships

Designs scalable models for violence prevention, STEM engagement, and reentry support

Manages cross-sector collaborations with schools, law enforcement, philanthropy, and tech partners

Champions policy and systems-level change rooted in community voice

Principal – Hoke Development, Albany, NY*2020 – Present*

Leads real estate development efforts focused on historic preservation, housing, and commercial revitalization

Navigates local, state, and federal funding streams including Restore NY, NYSHCR, and historic tax credits

Manages all predevelopment, acquisition, financing, and construction partnerships

Aligns real estate investments with broader economic equity goals and community needs

Education & Certifications

Morehouse College: 2011, Finance & Business Management, Minor in Leadership Studies

Jasmine A. Higgins, MPA
Director of Operations, Strategy & Business Development
Albany, NY | jhiggs@4thfamily.org

Professional Summary

Jasmine Higgins is a public affairs strategist, grant writer, and operations executive with a decade of experience spanning municipal government, equity-centered policy development, and nonprofit administration. At 4th Family, Jasmine leads business operations and funding strategy for youth justice and prevention programming. Her background in navigating complex government systems, driving organizational compliance, and designing effective funding models ensures programmatic alignment with funder expectations, state regulations, and measurable outcomes for justice-impacted youth and their families.

Core Competencies

Strategic Operations & Compliance
Government & Public Affairs
Grants Development & Budget Oversight
Regulatory Analysis & Policy Writing
Intergovernmental Relations
Multi-Stakeholder Partnerships

Relevant Roles

Director of Operations, Strategy & Business Development

4th Family Inc. – June 2024–Present

Oversees organization-wide program implementation, compliance, and funding strategy for youth justice services

Manages public-private partnerships and coordinates multi-agency collaboration

Leads real-time data collection, financial reporting, and administrative accountability systems

Develops internal evaluation tools for tracking program fidelity and impact

Partner – Goal Line Strategy LLC

2023–Present

Raised over \$12M in capital and operational grants for clients, including youth-focused and housing initiatives

Directs economic development consulting with a focus on marginalized communities and public systems navigation

Chief Equity Officer – City of Albany

2023

Led development of citywide cannabis equity policies and community stakeholder engagement

Directed operations of the Commission on Human Rights

Policy Analyst & Advisor – Office of the Mayor, City of Albany

2021–2022

Secured \$2.7M in federal, state, and philanthropic funding for violence prevention and access equity

Directed initiatives around policing reform, language access, and community wellness

Education

MPA, Public Administration – Marist College

John Scott

Co-Founder & Chief Program Officer

Albany, NY | jscott@4thfamily.org

Professional Summary

John Scott is a nationally recognized youth engagement strategist and program architect with more than 15 years of experience designing culturally responsive, trauma-informed initiatives for underserved communities. As Co-Founder and Chief Program Officer of 4th Family, he leads the development and execution of sports, mentorship, and STEM-based programming that empowers young people impacted by the justice system. John's work centers on disrupting cycles of poverty and incarceration by fostering agency, leadership, and future-ready skills in youth through innovative learning models and trusted mentorship relationships.

Core Competencies

Youth Program Design & Execution

Trauma-Informed Mentorship

Community Engagement & Partnership Building

Sports-Based Youth Development (SBYD)

Restorative Practices & Violence Prevention

Workforce & College Readiness Pathways

Crisis Intervention & School Support

Relevant Roles

Co-Founder & Chief Program Officer

4th Family Inc. – 2010–Present

Leads all youth engagement, sports, and mentoring programming with direct supervision of school-based and out-of-school staff

Partners with schools, justice agencies, and families to deliver holistic supports

Designs STEM and enrichment curriculum focused on agency, empowerment, and social-emotional growth

Assistant Basketball Coach

Albany High School – 2012–Present

Mentors student-athletes and supports academic and behavioral goals

Fosters leadership and accountability both on and off the court

Home School Coordinator – Albany City School District

2014–2021

Provided direct intervention for chronically absent and behaviorally challenged youth

Maintained consistent communication between families, educators, and caseworkers

Director of Youth Programs – YMCA & City of Albany

2012–2014

Managed the Black & Latino Achievers college readiness initiative and multiple recreation centers

Education

BA, Rhetoric and Communication – University at Albany (SUNY)

Amy Loya, Ph.D.

STEM Curriculum Consultant | Youth Learning Specialist

Albany, NY | aloya@4thfamily.org

Professional Summary

Dr. Amy Loya is an experienced STEM education consultant and former college professor with a passion for bringing culturally responsive, hands-on science and technology learning to underserved youth. At 4th Family, she supports the design and delivery of STEM-based activities that build confidence, curiosity, and future-ready skills among justice-impacted students. Her academic background in neuroscience and molecular biology, combined with her experience mentoring students in community settings, makes her a powerful asset in bridging educational equity gaps through experiential learning.

Core Competencies

STEM Curriculum Development
Culturally Responsive Pedagogy
Program Design & Assessment
Youth Engagement & Enrichment
Neurobiology & Molecular Biology Instruction
College Readiness & Mentorship
Community-Based Learning

Professional Experience

STEM Program Consultant – 4th Family Inc., Albany, NY

2023 – Present

Designs and supports implementation of culturally affirming STEM lessons for justice-impacted and system-involved youth

Leads enrichment sessions that integrate scientific concepts with real-world problem-solving

Provides instructional support for program staff and develops resources to help students connect STEM to careers and daily life

Supports data collection and impact evaluation related to STEM outcomes

Adjunct Professor – Biology, Union College

2023 – Present

Teaches undergraduate neuroscience and cell biology courses with a focus on inclusive learning strategies

Mentors underrepresented students in the life sciences

Lecturer & Research Fellow – Multiple Institutions

2015 – 2022

Held academic teaching roles at SUNY Polytechnic, Russell Sage College, and Bard College

Conducted and published research in cell signaling, synaptic plasticity, and addiction biology

Education

Ph.D. in Neuroscience – Albany Medical College, Albany, NY

B.S. in Biology – Russell Sage College, Troy, NY

Alexander S. Ford, DO, RD

Family Medicine Physician | Nutritionist | Director of Medical Education

Altamont, NY | ford.alexander33@gmail.com | (518) 859-4687

Professional Summary

Board-certified Family Medicine physician and registered dietitian with over a decade of cross-sector experience in medicine, public health nutrition, and youth mentorship. A nationally recognized speaker, educator, and published writer, Dr. Ford leads 4th Family's health equity and wellness efforts. His practice bridges community-based care, medical education, and trauma-informed outreach to justice-impacted youth and families. With a focus on preventative care, cultural competence, and experiential learning, Dr. Ford is instrumental in shaping long-term strategies that reduce health disparities, support student wellbeing, and connect underserved populations with trusted medical insight.

Core Competencies

Family Medicine & Pediatric Care
Nutrition Education & Dietetic Counseling
Public Health & Preventative Care
Youth Wellness & Trauma-Informed Support
Experiential Medical Learning
Medical Curriculum Development
Diversity in Medicine & Mentorship
Public Speaking & Medical Writing

Current Role

Director of Medical Education – 4th Family Inc., Albany, NY

2013 – Present

Leads health and wellness programming for underserved youth in the Capital Region
Develops experiential learning opportunities for students including medical office shadowing
Provides nutrition education for youth athletes and families (e.g. Albany City Rocks)
Conducts wellness seminars, facilitates mentorship, and authors culturally responsive educational content

Medical Practice & Clinical Roles

Family Medicine Physician – Community Care Physicians, PLLC (Rotterdam, NY)

September 2023 – Present

Treats a wide range of pediatric and adult conditions, including chronic disease and behavioral health
Leads in-house nutrition and weight management programs for high-risk patients

Volunteer Ringside Physician – USA Boxing

September 2023 – Present

Provides onsite safety evaluations and emergency response for athletes
Oversees trauma protocols and pre-/post-bout medical assessments

Chief Resident Physician – Cleveland Clinic Family Medicine Residency (OH)

2022 – 2023

Led education scheduling, resident mentoring, and recruitment efforts
Acted as liaison between faculty and residents on curriculum, diversity, and clinical engagement

Education

Doctor of Osteopathic Medicine, Philadelphia College of Osteopathic Medicine – 2020

B.S. in Nutrition & Dietetics (Cum Laude), SUNY Buffalo – 2012

Residency: **Cleveland Clinic Family Medicine**, 2020–2023

Notable Awards & Recognition

CDPHP Top Doctors & Practices Award – 2024

Rapp Road Historical Association Health & Medicine Honoree – 2024

AOA Influential Black DO List – 2023

Society of Teachers of Family Medicine Resident Teacher Award – 2023

Public Health & Policy Experience

Public Health Nutritionist – NYS Department of Health (WIC)

2014 – 2015

Developed food access policy and training for local agencies across New York State

Led assessment of nutrition programming and USDA food package implementation

Speaking Engagements & Publications (Selected)

National Speaker: NBA Summer League, WNBA All-Star Weekend, OMED, PBS Town Halls

Featured Writer & Columnist: *The DO*, *Healio*, *Everyday Health*, *HuffPost*, *Good Housekeeping*

Topics: Food equity, racial bias in health care, personalized nutrition, chronic disease prevention

VII. Mandatory Documentation

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 NY)
COUNTY OF Albany) SS.:

On this 5th day of June, 2022, before me personally appeared Joseph J. Wallace, to me known, who, being by me sworn, did say that he resides at (give address) 1000 1st St. N. Albany, NY 12202; that he is the (give title) President of the (name of corporation) Albany County Economic Development 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.

KIMBERLEY F WALLACE
Notary Public - State of New York
No. 02WA6414775
Qualified in Albany County
My Commission Expires 06/06/2029

[Signature]
Notary Public, State of New York

Qualified in Albany County

Commission Expires 6/6/2029

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

in connection with the submission of this bid/proposal, each bidder/proposer and each person acting on behalf of any bidder/proposer certifies, and in the case of a joint bid, each bidder/proposer certifies, as to its own organization, under penalty of perjury, that to the best knowledge and belief that each bidder is not on the list created pursuant to Subdivision 3 of Section 165-a of the New York State Finance Law.

A bid/proposal shall not be considered for award, nor shall any award be made if the condition set forth in Paragraph A above has not been complied with. If the bidder/proposer, that in any case the bidder/proposer cannot make the foregoing statement in Paragraph A above, the bidder/proposer shall so state and shall submit with the bid/proposal a signed statement which sets forth in detail the reasons the condition set forth in Paragraph A above cannot be complied with, the Purchasing Unit of the City of New York, or its commission, public department, agency or official thereof to which the bid/proposal is submitted, or his designee, may award a bid/proposal, on a case by case basis, if the bidder/proposer is in the following circumstances:

1. The bidder/proposer has investment activities in Iran that were made before April 12, 2012, and the bidder/proposer certifies that 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 policy to refrain from investment activities in Iran and to refrain from engaging in any new

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

)
) ss:
)

N:

recognizes that this questionnaire is submitted for the express purpose of assisting
a determination regarding an award of contract or approval of a subcontract; acknow
its discretion, by means which it may choose, verify the truth and accuracy of al
owledges that intentional submission of false or misleading information may cons
Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210
by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and
tion; and states that the information submitted in this questionnaire and any attached
lete.

certifies that he/she:
altered the content of the questions in the questionnaire in any manner;
d and understands all of the items contained in the questionnaire and any pages att
ng vendor;
plied full and complete responses to each item therein to the best of his/her know
ation ad belief;
ledgeable about the submitting vendor's business and operations;
nds that Albany County will rely on the information supplied in the questionnair
ontract with the vendor;
r duty to notify the Albany County Purchasing Division of any material changes
es.

RFP #2025-121: Juvenile Justice Support Services

Proposal Rating Worksheet

Proposer: 4th Family

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1: Familiarity with the residents, families, schools, and government	30%	5	1.5	4	1.2	5	1.5	4	1.2
Criterion #2: Previous experience in providing juvenile justice-involved youth	30%	5	1.5	4	1.2	4	1.2	4	1.2
Criterion #3: Demonstrated ability to focus on various program areas simultaneously	30%	5	1.5	5	1.5	5	1.5	4	1.2
Criterion #4: Cost of Proposal	10%	5	0.5	5	0.5	5	0.5	5	0.5
TOTALS:			5		4.4		4.7		4.1

NOTES:

18.2

RFP #2025-121: Juvenile Justice Support Services

Proposal Rating Worksheet

Proposer: Northern Rivers

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1: Familiarity with the residents, families, schools, and government	30%	5	1.5	5	1.5	5	1.5	4	1.2
Criterion #2: Previous experience in providing juvenile justice-involved youth	30%	5	1.5	5	1.5	5	1.5	4	1.2
Criterion #3: Demonstrated ability to focus on various program areas simultaneously	30%	5	1.5	4	1.2	5	1.5	4	1.2
Criterion #4: Cost of Proposal	10%	3	0.3	3	0.3	3	0.3	3	0.3
TOTALS:			4.8		4.5		4.8		3.9

NOTES:

18.0

RFP #2025-121: Juvenile Justice Support Services

Proposal Rating Worksheet

Proposer: Reach Educational Schools

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1: Familiarity with the residents, families, schools, and government	3	0.9	3	0.9	2	0.6	2	0.6
Criterion #2: Previous experience in providing juvenile justice-involved youth	2	0.6	1	0.3	2	0.6	1	0.3
Criterion #3: Demonstrated ability to focus on various program areas simultaneously	2	0.6	2	0.6	1	0.3	1	0.3
Criterion #4: Cost of Proposal	2	0.2	2	0.2	2	0.2	2	0.2
TOTALS:		2.3		2		1.7		1.4

NOTES:

7.4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Council Services Plus 272 Broadway Menands NY 12204-	CONTACT NAME: Brian Martin	FAX (A/C, No): (877)640-3410	
	PHONE (A/C, No, Ext): (518)434-9194	E-MAIL ADDRESS: bmartin@councilservicesplus.com	
INSURED 4th Family, Inc. 279 Central Ave Albany NY 12206-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Alliance of Nonprofits Risk Retention Group		10023
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		02-CP-0040075-01-11	08/09/2025	08/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		02-UB-0040075-01-03	08/09/2025	08/09/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Albany County would be covered as an additional insured per endorsement CG 20 26 12 19 to the extent provided therein

CERTIFICATE HOLDER

CANCELLATION

AI 006945

Albany County 112 State St Albany NY 12207-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Contract #: 2026-1273

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Maintenance of Roads and Bridges D5110

Date Submitted: 06/24/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Precision Trenchless LLC

Estimated Amount: 202125

Scope of Services: CR352 over Fox Creek Pipe Lining Project

Budget Line Item: HHTV

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: June 22, 2026

Re: CR 352 over Fox Creek (BIN 3301410), Pipe Lining Project RFB2026-076R

Public Works would like to recommend contracting with Precision Trenchless for the rehabilitation of twin elliptical aluminum pipes conveying Fox Creek, located at 1007 County Route 352, Town of Rensselaerville, NY 12147. Public Works received one (1) response to RFB2026-76R from Precision Trenchless for \$202,125.00.

Please feel free to contact my office should you have any questions or require additional information.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Lisa Ramundo, Commissioner

Date: June 18, 2026

RE: CR 352 over Fox Creek (BIN 3301410), Pipe Lining Project RFB2026-076R

Public Works would like to recommend contracting with Precision Trenchless for **the rehabilitation of twin elliptical aluminum pipes conveying Fox Creek, located at 1007 County Route 352, Town of Rensselaerville, NY 12147, Pipe Lining Project**. Public Works received one (1) response to RFB2026-76R from Precision Trenchless for \$202,125.00.

If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
Deputy Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 24, 2026

RE: RFB-2026-076R CR352 Pipe Lining Project

I am in receipt of your recommendation to award the aforementioned to Precision Trenchless in the amount of \$202,125.00.

As Precision Trenchless is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **CR352 over Fox Creek, Pipe Lining Project**
Bid Number: **RFB-2026-076R**

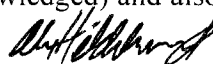
THIS BID IS SUBMITTED TO:

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

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

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

Date 6/3/26 Number 01

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

(h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Alex Hildebrand - General Manager

Ahildebrand@pim-inc.com

Phone: 518-915-3020

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: CR352 over Fox Creek, Pipe Lining Project
Bid Number: RFB-2026-076R

LUMP SUM BASE BID: One - Hundred and Ninety-Two Thousand, Five Hundred Dollars \$ 192,500 (a)

5% CONTINGENCY ALLOWANCE: Nine-Thousand and Six Hundred and Twenty-Five Dollars \$ 9,625 (b)

TOTAL BASE BID (a) + (b): \$ 202,125
(Base Bid + 5% Contingency Allowance)
Two-Hundred and Two Thousand, One-Hundred and Twenty-Five Dollars

COMPANY:

Precision Trenchless LLC

ADDRESS:

1710 Eric Boulevard

CITY, STATE, ZIP:

Schenectady, NY 12308

TEL. NO.:

518-915-3020

FAX NO.:

518-346-6077

FEDERAL TAX ID NO.:

46-5433576

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

24-648JD-CR

REPRESENTATIVE:

Alex Hildebrand

E-MAIL:

Ahildebrand@PIM-INC.COM

SIGNATURE AND TITLE

Alex Hildebrand General Manager

DATE

6/3/26

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Precision Trenchless, LLC

1710 Erie Blvd.

Schenectady, New York 12308

Phone Number: 5183465800

Registration Number: 24-648JQ-CR

Date of Issue: 2024-12-27

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner

New York State Department of
Labor



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.

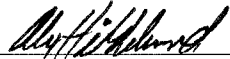
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

General Manager

Title

Precision Trenchless LLC.

Company Name

6/3/26

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 3rd day of June, 2006, before me personally appeared Alex Hildebrand to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) General Manager of the (name of corporation) Precision Tranchuss, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

DANIELLE M. PALMIOTTO
Notary Public, State of New York
No. 01PA6155374
Qualified in Saratoga County
Commission Expires Nov. 13, 2026

Danielle M. Palmiotto
Notary Public, State of New York
Qualified in Saratoga Co.
Commission Expires 11/13/26

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Precision Trenchless LLC.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>46-5433576</i> b) DUNS # <i>080265537</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>www.PrecisionTrenchless.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>1710 Erie Boulevard, Schenectady, NY 12308</i>		7. TELEPHONE NUMBER <i>518-346-5800</i>	8. FAX NUMBER <i>518-346-6077</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name <i>Alex Hildebrand</i> Title <i>General Manager</i> Telephone Number <i>518-915-3020</i> Fax Number <i>518-346-6077</i> e-mail <i>Ahildebrand@pim-inc.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>See Attached</i>	TITLE	b) NAME	TITLE
c) NAME <i>See Attached</i>	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>			
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>			

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

☐ Yes ☒ No

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

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

FEIN

Dylan Smith
Printed Name
Signature
6/3/26
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.

6/3/26
Date


Signature
General Manager
Title
Precision Trenchless LLC
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Precision Trenchless LLC

Address: 1710 Erie Boulevard, Schenectady, NY 12308

Phone Number(s): 518-346-5800

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Cured-in-Place Pipe Lining
10076

Description of where the work is to be performed within Albany County facilities:

1007 County Rt. 352, Rensselaerville, NY


Signature

Alex Hildebrand
Printed Name

General Manager
Title

6/3/26
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? Twelve Years years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Attached

2. Attached

3. Attached

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

• Cumberland, PA: \$312,278.50 (08) • Onondaga County: \$207,776 (08)
• Harrisburg, PA: \$1,093,696.92 (08) • Theresa, NY: \$32,335 (10%)
• Keeler-Albany: \$115,850 (90%) • St. Lawrence: \$49,760 (50%)
• Cold Spring Construction: \$1,700,000 (30%) • Onondaga (Lay Creek): \$612,443 (08)
• Chemung County: \$326,154 (08) • DOT: \$240,140 (08)
• Vacri Construction: \$73,110 (08) • Rockland County: \$510,592 (75%)

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety: Tara Smith (Western Surety Company), 151 N Franklin St, 17th Fl,
Chicago, IL 60606, 248-206-1365

Bank: Kelli Frank (Huntington National Bank), 43200 W
10 mile Rd, Novi, MI 48375, 800-480-2265

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Precision Trenchless LLC
Correct Name of Bidder

(a) The business is a: Limited Liability Company

(b) The address of principal place of business is: 1710 Erie Boulevard,
Schenectady, NY 12308

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Refer to "Attachment 13.C"

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ✓ No ____.
- If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Precision Trenchless LLC
Firm

Dated: 6/3/26

By Alex Hildebrand

Alex Hildebrand
(Typed)

PRECISION Trenchless, LLC

Attachment C.13

To whom it may concern:

Power Vac, LLC owns the Precision Group, which includes Precision Trenchless LLC.

PV/SP Holdings Inc. owns Power Vac LLC. The officers of PV/SP Holdings Inc are as follows

Officers:

Karl LaPeer - President

Julie Duff - Chief Financial Officer

Edwin Burke - Treasurer

Dennis Murphy - Secretary

Liz DiGregorio - Vice President, Assistant Secretary and Assistant Treasurer

Ownership is 0% for all.

The President of Power Vac LLC is David Lusky who has authority over Precision Trenchless LLC.

Alex Hildebrand is the General Manager of Precision Trenchless LLC. and has been authorized to sign and make all decisions for Precision Trenchless LLC. Attached is the authorization letter for signature.



PRECISION Trenchless, LLC

Authorization Letter

Precision Trenchless LLC

1710 Erie Blvd

Schenectady, NY, 12308

1/1/2026

To Whom It May Concern,

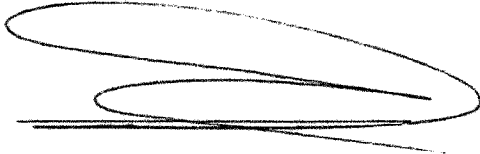
I, Dave Lusky, as the Chief Executive Officer of PowerVac of Michigan, the parent company of Precision Trenchless LLC, hereby authorize Alex Hildebrand, General Manager of Precision Trenchless LLC, to sign contracts, bids, and other legal documents on behalf of Precision Trenchless LLC. This authority is granted effective immediately and shall remain in effect until revoked in writing.

Additionally, I, Dave Lusky, retain full authority to sign contracts, agreements, and other legal documents on behalf of Precision Trenchless LLC, including those requiring approval at the parent company level.

Alex Hildebrand is fully empowered to execute any documents necessary for the submission of bids, including but not limited to the bid submissions, and to bind Precision Trenchless LLC in all matters related to such documents.

Should you require further verification of this authorization, please contact me at (810) 923-9478.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line and a small flourish.

Dave Lusky

Chief Executive Officer

Recent Projects and References

No.	Project Name	Location	Owner / Prime	Contact	Email	Phone Number	Description
1	Watkins Glen OBIC 1200 Project	CO Rte 30, Watkins Glen NY 14891A	Schuyler County Soil and Water 2400 Meads Hill Road Watkins Glen NY 14891	Ken Thurston	KThurston@Co.Schuyler.NY.US	607-483-1915	Cleaning, sand blasting, Grouting, and OBIC 1200 structural Polyurea application of 55ft of an 80" diameter culvert
2	Glen's Falls - Webster Ave	Multiple locations - Webster Ave, Glen's Falls, NY 12801	Luzzi & Bros Contracting 857 First Street Watervliet NY 12189	Joe Miskewicz	jmsk@luzzi-bros.com	518-641-8341	Cleaning, sand blasting, Grouting, and OBIC 5000 structural Polyurea application of 72VFT of manhole structures.
3	Exeter NH WWTP lining project	DPW - 13 Newfields Rd, Exeter, NH 03833	Exeter DPW 13 Newfields Road Exeter, NH 03833	Steve Dalton	sdalton@exeternh.gov	603-773-6165	Cleaning, sand blasting, Grouting, and OBIC structural Polyurea application of 3400sq ft Wet Well and Influent Box



Power Vac, LLC and Subsidiaries

Consolidated Financial Statements
December 31, 2025 and 2024

Cohen & Co[®]

cohenco.com

CONSOLIDATING BALANCE SHEET

DECEMBER 31, 2025

ASSETS

	POWER VAC, LLC	PIPELINE MANAGEMENT COMPANY, LLC	STRAIN ELECTRIC COMPANY, LLC	PRECISION GROUP OF COMPANIES	ELIMINATIONS	CONSOLIDATED
CURRENT ASSETS						
Cash	\$ 871,144	\$ -	\$ -	\$ 8,286	\$ -	\$ 879,430
Accounts and contracts receivable - Net	8,217,457	4,844,908	1,908,858	5,321,089	-	20,292,312
Inventory	21,921	-	372,195	208,005	-	602,121
Contract assets - Net	1,574,813	2,669,846	2,261,697	865,066	-	7,371,422
Employee advances	18,935	5,954	131	14,542	-	39,562
Prepaid expenses and other	1,297,560	153,903	66,912	1,199,280	-	2,717,655
Intercompany - Accounts receivable	4,285,253	13,736,643	-	5,846,004	(23,867,900)	-
	16,287,083	21,411,254	4,609,793	13,462,272	(23,867,900)	31,902,502
PROPERTY AND EQUIPMENT						
Machinery and equipment	1,339,795	848,159	1,082,607	1,722,232	-	4,992,793
Furniture and fixtures	119,184	78,736	25,000	28,703	-	251,623
Vehicles	20,945,363	4,233,848	2,504,812	8,724,510	-	36,408,533
Leasehold improvements	71,431	32,651	23,500	27,217	-	154,799
	22,475,773	5,193,394	3,635,919	10,502,662	-	41,807,748
Less: Accumulated depreciation	10,421,142	2,339,135	1,812,281	5,340,341	-	18,112,899
	12,054,631	2,854,259	1,823,638	6,962,321	-	23,694,849
OTHER ASSETS						
Goodwill - Net	7,380,442	2,422,250	1,598,198	5,671,627	-	17,172,517
Operating lease right-of-use assets	2,555,369	1,641,612	-	183,705	-	4,380,586
Investment in partnership - Pipeline	7,144,345	-	-	-	(7,144,345)	-
Investment in partnership - Strain	4,415,789	-	-	-	(4,415,789)	-
Investment in partnership - Precision	16,330,956	-	-	-	(16,330,956)	-
	37,826,801	4,063,862	1,698,198	5,855,332	(27,891,090)	21,553,103
	66,168,515	28,329,375	8,131,629	26,279,925	(51,758,990)	77,150,454
LIABILITIES AND MEMBER'S EQUITY						
CURRENT LIABILITIES						
Line of credit	\$ 4,568,671	\$ -	\$ -	\$ -	\$ -	\$ 4,568,671
Current portion of long-term debt	6,350,007	-	-	-	-	6,350,007
Contract liabilities	84,348	7,016	31,911	119,955	-	243,230
Current portion of operating lease liabilities	1,202,797	277,620	-	130,595	-	1,606,012
Accounts payable	1,255,766	1,412,669	714,248	1,890,219	-	5,272,902
Accrued expenses	1,278,534	758,962	164,121	636,222	-	2,837,839
Intercompany - Accounts payable	16,534,734	181,396	4,364,691	2,787,079	(23,867,900)	-
	31,274,857	2,632,663	5,274,971	5,564,070	(23,867,900)	20,878,661
LONG-TERM LIABILITIES						
Long-term debt - Net	49,255,215	-	-	-	-	49,255,215
Operating lease liabilities	1,352,472	1,368,992	-	53,110	-	2,774,574
	50,607,687	1,368,992	-	53,110	-	52,029,789
MEMBER'S EQUITY (DEFICIT)						
	(15,714,029)	24,327,720	2,856,658	20,662,745	(27,891,090)	4,242,004
	66,168,515	28,329,375	8,131,629	26,279,925	(51,758,990)	77,150,454

CONSOLIDATING STATEMENT OF OPERATIONS AND MEMBER'S EQUITY

YEAR ENDED DECEMBER 31, 2025

	POWER VAC, LLC	PIPELINE MANAGEMENT COMPANY, LLC	STRAIN ELECTRIC COMPANY, LLC	PRECISION GROUP OF COMPANIES	ELIMINATIONS	CONSOLIDATED
NET REVENUES	\$ 48,018,400	\$ 18,021,733	\$ 13,724,015	\$ 26,251,964	\$ (794,019)	\$ 105,222,093
COST OF REVENUES	28,814,873	9,952,719	12,287,307	16,023,723	(794,019)	66,284,603
GROSS PROFIT	19,203,527	8,069,014	1,436,708	10,228,241	-	38,937,490
SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES	16,688,538	1,892,776	1,958,121	8,139,313	-	28,678,748
OPERATING INCOME (LOSS)	2,514,989	6,176,238	(521,413)	2,088,928	-	10,258,742
OTHER EXPENSES (INCOME)						
Interest expense	7,056,839	-	578	174	-	7,057,591
Goodwill amortization	1,694,288	484,450	283,376	779,297	-	3,241,411
Transaction expenses	603,854	-	-	-	-	603,854
Management fees	400,001	-	-	-	-	400,001
Other expense (income) - Net	535,526	(11)	(23,585)	(76,928)	-	435,002
Loss on sale of vehicles	130,338	-	-	47,126	-	177,464
	10,420,846	484,439	260,369	749,669	-	11,915,323
NET INCOME (LOSS)	(7,905,857)	5,691,799	(781,782)	1,339,259	-	(1,656,581)
MEMBER'S EQUITY (DEFICIT) - BEGINNING OF YEAR	(7,030,628)	18,635,921	3,638,440	19,323,486	(27,891,090)	6,676,129
CONTRIBUTIONS FROM MEMBER	250,000	-	-	-	-	250,000
DISTRIBUTIONS TO MEMBER	(1,027,544)	-	-	-	-	(1,027,544)
MEMBER'S EQUITY (DEFICIT) - END OF YEAR	\$ (15,714,029)	\$ 24,327,720	\$ 2,856,658	\$ 20,662,745	\$ (27,891,090)	\$ 4,242,004



Bid Bond

Bond No. _____

CONTRACTOR:

(Name, legal status and address)

Precision Trenchless LLC
1710 Erie Blvd
Schenectady, NY 12308

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Albany County Department of General Services
112 State Street, Room 820
Albany NY 12207

BOND AMOUNT: Five Percent (5%) Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

CR 352 over Fox Creek Pipe Lining Project RFB NUMBER: 2026-076R
1007 County Route 352, Rensselaerville, NY 12147

OBIC lining of a double barrel (two pipes) 7' x 13' culverts approximately 45ft each

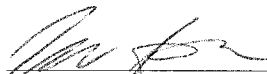
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of June, 2026.


(Witness)


(Witness)


(Principal)


(Title)

Western Surety Company

(Surety)


(Title) Tara Smith, Attorney-in-Fact

(Seal)

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jerald J VanBuren, Heidi Schluessler, Andrew Kapnick, Jason McLelland, Tara Christine Smith, Kristen Eavey, Individually

of Adrian, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on May 27, 2026.

State of South Dakota }
County of Minnehaha }

ss



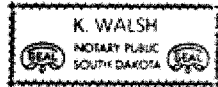
WESTERN SURETY COMPANY

Larry Kasten, Vice President

On May 27, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on June 1, 2026.



WESTERN SURETY COMPANY

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

RFB-2026-076R Tabulation

CR352 over Fox Creek, Pipe Lining Project

Bidder	Precision Trenchless	
Lump Sum Base Bid	\$ 192,500.00	
5% Contingency	\$ 9,625.00	
Total Bid	\$ 202,125.00	

Contract #: 2026-1274

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Public Works Road Machinery Maintenance DM5130

Date Submitted: 06/24/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Robert H. Finke & Sons Inc

Estimated Amount: 34125.68

Scope of Services: Purchase of a Concrete Pump

Budget Line Item: HHTP

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: June 24, 2026

Re: Purchase of a Concrete Pump

The Department of Public Works recommends the purchase of one (1) Concrete Pump from Robert H. Finke & Sons, Inc, a local Bobcat Dealer, for a total amount of \$34,125.68. The purchase would be made using NYS Contract – PC70868.

A concrete pump is a heavy-duty machine used to transfer freshly mixed, liquid concrete from a mixer truck to a precise location on a construction site. It is commonly used when pouring concrete in hard-to-reach areas, at elevated heights, or to bypass fragile surfaces that heavy trucks cannot drive over.

Key Uses and Applications

- **Elevated Pours:** It is essential for multi-story buildings, high-rises, and elevated decks where cranes and buckets cannot efficiently reach.
- **Restricted and Hard-to-Reach Areas:** Used to pump concrete into tight spaces like backyard patios, indoor basements, or areas surrounded by existing structures.
- **Protecting Existing Structures:** By pumping concrete through long hoses, it prevents massive, 30-ton mixing trucks from having to drive over and crack existing driveways, sidewalks, or delicate landscaping.
- **Large-Scale Infrastructure:** Routinely used for large continuous pours like bridge decks, dams, tunnels, and deep foundations

Please feel free to contact my office should you have any questions or require additional information.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: June 9, 2026
RE: Purchase of Concrete Pump

The Department of Public Works recommends the purchase of one (1) Concrete Pump from Robert H. Finke & Sons, Inc, a local Bobcat Dealer, for a total amount of \$34,125.68. The purchase would be made using NYS Contract – PC70868.

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- **Large-Scale Infrastructure:** Routinely used for large continuous pours like bridge decks, dams, tunnels, and deep foundations

If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
DPW

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 24, 2026

RE: Purchase of Concrete Pump
NYS OGS Contract # PC70868

I am in receipt of your recommendation to award the aforementioned to Robert H Finke & Sons, Inc, a local Bobcat dealer, using NYS OGS Contract # PC70868, for the amount not to exceed \$34,125.68.

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



Product Quotation
Quotation Number: **SA1846969**
Quote Sent Date: **Jun 01, 2026**
Expiration Date: **Jul 01, 2026**

Your Bobcat Contact
Sidney Amerman
Phone:
Email: sidney.amerman@doosan.com

Your Customer Contact

Deliver to
ALBANY COUNTY DPW 291896

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

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

Item Name	Item Number	Quantity	Price Each	Total
Concrete Pump	7108693	1	26,800.64	26,800.64
	Total for Concrete Pump			26,800.64
Delivery System Kit Includes: 5" elbow, 5" to 3" reducer, (3) 25 ft. sections of 3" flexible hose, 3" x 6' flexible hose, (3) 3" x 10' steel lines, (2) 5" couplings, (8) 3" couplings, 3" cleanout ball	6906079	1	6,235.04	6,235.04
	Total for Delivery System Kit			6,235.04
		Quote Subtotal		33,035.68
		Dealer PDI		200.00
		Destination Charges		890.00
		Quote Total - USD		34,125.68

Comment: .

*Prices per the New York State Contract – PC70868

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

*Member Number (if applicable): _____

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

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

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

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

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

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

Customer Acceptance:

Quotation Number: SA1846969

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

Contract #: 2026-1287

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Alliance Paving Materials, Inc.

Estimated Amount: 24450.00

Scope of Services: Seal Coating and Paint Striping

Budget Line Item: 44069

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 06/22/2026

SUBJECT: Alliance Paving Materials, Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests approval of a contract with Alliance Paving Materials, Inc. for seal coating and paint striping of the facilities parking lot. The request was solicited through Request For Bids (RFB) 2026-079.

The RFB was issued and received five (5) respondents. Alliance Paving Materials, Inc. was the lowest responsible bidder. This contract request is for a twelve (12) month period commencing on July 20th, 2026 and concluding on July 19th, 2027 with a do not exceed amount of \$24,450.00.

We respectfully request approval of this contract.



Schedule A

Schedule A shall include the following:

1. Albany County RFB 2026-079
2. Alliance Paving BID

COUNTY OF ALBANY

REQUEST FOR BIDS SHAKER PLACE REHABILITATION AND NURSING CENTER



RFB #2026-079

SEAL COATING AND PAINT STRIPING

**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: Seal Coating and Paint Striping

RFB NUMBER: 2026-079

Receipt Confirmation Form

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

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

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

Company Name: _____

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-BIDDER RESPONSE

RFB #2026-079

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2026-079

Sealed Bids for Seal Coating and Paint Striping as requested by Shaker Place Rehabilitation and Nursing Center will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, June 11, 2026.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, May 28, 2026**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
May 21, 2026

PUBLISH ONE DAY – Thursday, May 28, 2026 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, May 28, 2026 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

IMPORTANT NOTICE: ARTICLE 8 CONSTRUCTION NEW REQUIREMENT FOR PUBLIC WORK CONTRACTOR AND SUBCONTRACTOR REGISTRY (SEE SECTION 10)

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Seal Coating and Paint Striping**
- 1.2 Requesting Department: **Shaker Place Rehabilitation and Nursing Center**
- 1.3 Bid Number: **2026-079**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **crack filling, seal coating and paint striping** as requested by **Shaker Place Rehabilitation and Nursing Center**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON Thursday, June 11, 2026**, at the following address:

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

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 **There will be no official site visit. If interested in a site visit, please contact Andy Lucarelli at 518-869-2231 ext 8938.**

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.
- 5.2 Awarded contractor shall sign the Albany County “Vendor Contractor Agreement” which is attached and made part of this bid.

SECTION 6: BID SECURITY

6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

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

7.4 All bidders must document two (2) or more years in the business of providing crack sealing, seal coating and striping services.

7.5 Bidder must include at least three (3) customer references for this type of work.

SECTION 8: Section Not in Use

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may

be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days

thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

**“New Requirement”
Public Work Contractor and Subcontractor Registry**

10.4 Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment “A”) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter

demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease,

sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.3 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

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

SECTION 25: MACBRIDE PRINCIPLES

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

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states

and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: Section Not in Use

SECTION 28: Section Not in Use

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and

subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

- 29.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: SUBCONTRACTORS

- 30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease

the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001), and adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards as defined under the NYS Environmental Conservation Law. Albany County is required by EPA and NYS Regulations to comply with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-25-001). SPDES GP-0-25-001 pertains to all types of construction activity, including highway reconstruction and rehabilitation, new buildings or expansion of existing buildings, parking lots, and other facilities, and any other project meeting the thresholds for the requirement to obtain permit coverage. The successful Bidder/Proposer will therefore be required to treat and/or control, to the maximum extent practicable in the proposed construction project, all construction site stormwater. Accomplishing this objective requires that the County select and implement appropriate construction stormwater Best Management Practices, as documented in the Stormwater Pollution Prevention Plan (SWPPP) associated with the project. Compliance with the SWPPP and with any additional corrective actions requested by the County or its representative shall be fulfilled for the duration of the project including for one year following final stabilization and completion of construction, after such time responsibility for post-construction practices will be assumed by the County, or by another landowner if such practices are off the designated County right-of-way. As required by the aforementioned regulations, site runoff shall be controlled and/or treated utilizing approved methods detailed in the New York Standards and Specifications for Erosion and Sediment Control (current version) and the New York Stormwater Management Design Manual (current version).

The successful Bidder/Proposer shall ensure that its operators and construction site personnel have received, within less than three years prior to their conductance of work on the site, a 4-hour NYSDEC-endorsed training course in acceptable standards and practices for controlling construction site stormwater and managing post-construction stormwater unless they possess certification (current throughout the duration of the project) as a Certified Professional in Erosion and Sediment Control (CPESC). If successful, Bidder/Proposer is will be required to certify to Albany County that operators/employees have received required stormwater training or CPESC certification in accordance with SPDES GP-0-25-001 (see Sheet MS4-2) and, upon request, produce proof thereof. If successful, Bidder/Proposer shall also be responsible for any waste generated from the construction project so as to avoid adverse impacts to water quality.

Pursuant to Local Law 7 of 2007, failure of the successful Bidder/Proposer to comply with Stormwater Discharges from Construction Activities will be subject to a cease and desist order until remedies have been accomplished satisfactorily to NYS Standards.

SECTION 35: Section Not in Use

RFB-2026-079 Seal Coating and Paint Striping

Specifications

Shaker Place Rehabilitation and Nursing Center is requesting quotes for a contractor to provide crack fill, seal coat and striping services at the Shaker Place Rehabilitation and Nursing Center 100 Heritage Lane. Albany, NY 12211

The contractor shall provide all materials, equipment, and labor for the project. Contractor is responsible for site clearing of materials and proper disposal of items removed. Contractor is responsible for blocking/barricading the parking lot prior to, during and after work. Blocking/barricading shall remain in place until all areas are fully cured and able to receive vehicular traffic. Contractor is responsible for all local building permits and licenses applicable as required Albany County. Quotes will only be considered from firms/contractors with the capabilities, experience, and expertise for this type of work. Contractors must explain their qualifications to perform this type of work and provide at least 3 references of similar, past projects successfully completed within the past 2 years that Albany County may contact to verify contractor's experience and qualifications for this type of work.

The parking lot and drive area square footages are approximates and all contractors shall make their own field measurements prior to bidding. Your bid shall be based on the actual field measurements and not on the approximate amounts of the square footages involved. No extras will be allowed because of the difference between the Village supplied square footages and the actual field measurements of the contractors. Each contractor shall supply the actual field measurements that they have recorded for the parking lot and drive on the proposal.

Crack Sealing

Crack sealer shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water. Materials used must meet ASTM-D6690 standards.

Working Methods

- All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using these crack sealing specifications and/or the manufacturer's specifications.
- No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks or joints. The cracks and joints shall be completely dry before the seal treatment can resume. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.
- All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris removed from the cracks and joints shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day they are prepared shall be blown out with high-pressure air before the sealing operation continues. The vendor shall limit the amount of dust created from this operation.

- The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to insure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. Albany County shall have the right to reject the product if it is determined that this has occurred.
- The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1) inch from the crack or joint edges.
- A blotting material shall be broadcast over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the vendor using approved methods.
- The vendor shall be responsible for any claims of crack seal tracking. If there is a claim, the vendor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

Seal Coating

Seal coating must be **brushed not sprayed**.

The area designated for seal coating is approximately 150,000 sqft.

- Prior to application of coatings protect adjacent curbs, walks, fences, buildings and other items in the work area.
- Prior to seal coating asphalt repairs and crack sealing shall have sufficient curing time as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from all loose material, dirt, and debris using brooms, air blowers and/or power sweepers. Surface must be dry before coatings are installed.
- Vegetation removal, crack sealing, and asphalt repair repairs shall be completed as described above.
- Scrub and clean grease, oil, and gasoline spots with soap and water and prime according to seal coat manufacturer's specifications.
- Care shall be exercised to leave no unsightly appearance from handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required
- Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

Striping

Striping will consist of 10 handicap designated parking stalls, 2 pedestrian walkways, 250 parking stalls, 3 electrical vehicle parking stalls, and arrows with line separation at entrance and exit

Contactor shall supply a one-year materials and workmanship warranty. The warranty period will begin upon Shaker Place Rehabilitation and Nursing Centers final acceptance and approval.

Site Visit

Contractors are recommended to visit the site prior to submitting any quotes. The contractor shall verify all dimensions on site. The attached facility aerial photo is provided for reference purposes to identify the specific job areas and is provided for reference purposes only. The contractor is responsible to examine the areas for compliance with requirements for installation and other conditions affecting performance of products per the manufacturer's requirements and specifications. Any conditions that must be altered to properly install proposed system(s) must be addressed with submission of bid in writing.



COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Seal Coating and Paint Striping**
Bid Number: **RFB-2026-079**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

- (a) Non-Collusive Bidding Certificate (Attachment “A”)
- (b) Acknowledgment by Bidder (Attachment “B”)
- (c) Vendor Responsibility Questionnaire (Attachment “C”)
- (d) Iranian Energy Divestment Certification (Attachment “D”)
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment “E”)
- (f) Bidder Qualification Questionnaire (Attachment “F”)
- (g) Non Interruption of Work Agreement (Attachment “G”)
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Phone: _____

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Seal Coating and Paint Striping**
Bid Number: **RFB-2026-079**

Field Measurement _____

Total Bid Amount \$ _____

To include all materials, equipment and labor

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div

Ashley Saville, Sr Specification Technician
112 State St
Room 820
Albany NY 12207

Schedule Year 2025 through 2026
Date Requested 05/26/2026
PRC# 2026014903

Location Shaker Place Rehab & Nursing
Project ID#
Project Type The entails crack sealing, seal coating and striping for the parking lot.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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 BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		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: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. c) Property Tax ☐ Yes ☐ No Indicate the years the vendor failed to file.
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 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

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: _____

By _____

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ **Month** _____ **Year** _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Contract Type/Number:_____ Project Cost:_____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

ALBANY COUNTY - VENDOR 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 (hereinafter the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

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

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning \${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 Vendor, and Vendor 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 Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County,

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any

such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. **Drug-Free Workplace (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of

the statement required by paragraph (a)

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall

be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF ALBANY

REQUEST FOR BIDS SHAKER PLACE REHABILITATION AND NURSING CENTER



RFB #2026-079

SEAL COATING AND PAINT STRIPING

**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: Seal Coating and Paint Striping

RFB NUMBER: 2026-079

Receipt Confirmation Form

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

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

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

Company Name: Alliance Paving Materials, Inc.

Address: PO Box 53 (mailing) 846 Lawrence Street

City: Rome State: NY Zip Code: 13440

Contact Person: William Gurley

Title: President

Phone Number: 315-337-7070 Fax Number: _____ E-Mail: will@OcutoAlliance.com

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

☒ Yes / ☐ No completed site visit 6/4/26

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: will@OcutoAlliance.com

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

NON-BIDDER RESPONSE

RFB #2026-079

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2026-079

Sealed Bids for Seal Coating and Paint Striping as requested by Shaker Place Rehabilitation and Nursing Center will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, June 11, 2026.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, May 28, 2026**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
May 21, 2026

PUBLISH ONE DAY – Thursday, May 28, 2026 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, May 28, 2026 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

IMPORTANT NOTICE: ARTICLE 8 CONSTRUCTION NEW REQUIREMENT FOR PUBLIC WORK CONTRACTOR AND SUBCONTRACTOR REGISTRY (SEE SECTION 10)

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Seal Coating and Paint Striping**
- 1.2 Requesting Department: **Shaker Place Rehabilitation and Nursing Center**
- 1.3 Bid Number: **2026-079**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **crack filling, seal coating and paint striping** as requested by **Shaker Place Rehabilitation and Nursing Center**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON Thursday, June 11, 2026**, at the following address:

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

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 **There will be no official site visit. If interested in a site visit, please contact Andy Lucarelli at 518-869-2231 ext 8938.**

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.
- 5.2 Awarded contractor shall sign the Albany County “Vendor Contractor Agreement” which is attached and made part of this bid.

SECTION 6: BID SECURITY

6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

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

7.4 All bidders must document two (2) or more years in the business of providing crack sealing, seal coating and striping services.

7.5 Bidder must include at least three (3) customer references for this type of work.

SECTION 8: Section Not in Use

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may

be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days

thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

“New Requirement”
Public Work Contractor and Subcontractor Registry

10.4 Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment “A”) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter

demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease,

sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.3 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

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

and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: Section Not in Use

SECTION 28: Section Not in Use

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and

subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

- 29.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: SUBCONTRACTORS

- 30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease

the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001), and adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards as defined under the NYS Environmental Conservation Law. Albany County is required by EPA and NYS Regulations to comply with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-25-001). SPDES GP-0-25-001 pertains to all types of construction activity, including highway reconstruction and rehabilitation, new buildings or expansion of existing buildings, parking lots, and other facilities, and any other project meeting the thresholds for the requirement to obtain permit coverage. The successful Bidder/Proposer will therefore be required to treat and/or control, to the maximum extent practicable in the proposed construction project, all construction site stormwater. Accomplishing this objective requires that the County select and implement appropriate construction stormwater Best Management Practices, as documented in the Stormwater Pollution Prevention Plan (SWPPP) associated with the project. Compliance with the SWPPP and with any additional corrective actions requested by the County or its representative shall be fulfilled for the duration of the project including for one year following final stabilization and completion of construction, after such time responsibility for post-construction practices will be assumed by the County, or by another landowner if such practices are off the designated County right-of-way. As required by the aforementioned regulations, site runoff shall be controlled and/or treated utilizing approved methods detailed in the New York Standards and Specifications for Erosion and Sediment Control (current version) and the New York Stormwater Management Design Manual (current version).

The successful Bidder/Proposer shall ensure that its operators and construction site personnel have received, within less than three years prior to their conductance of work on the site, a 4-hour NYSDEC-endorsed training course in acceptable standards and practices for controlling construction site stormwater and managing post-construction stormwater unless they possess certification (current throughout the duration of the project) as a Certified Professional in Erosion and Sediment Control (CPESC). If successful, Bidder/Proposer is will be required to certify to Albany County that operators/employees have received required stormwater training or CPESC certification in accordance with SPDES GP-0-25-001 (see Sheet MS4-2) and, upon request, produce proof thereof. If successful, Bidder/Proposer shall also be responsible for any waste generated from the construction project so as to avoid adverse impacts to water quality.

Pursuant to Local Law 7 of 2007, failure of the successful Bidder/Proposer to comply with Stormwater Discharges from Construction Activities will be subject to a cease and desist order until remedies have been accomplished satisfactorily to NYS Standards.

SECTION 35: Section Not in Use

RFB-2026-079 Seal Coating and Paint Striping

Specifications

Shaker Place Rehabilitation and Nursing Center is requesting quotes for a contractor to provide crack fill, seal coat and striping services at the Shaker Place Rehabilitation and Nursing Center 100 Heritage Lane. Albany, NY 12211

The contractor shall provide all materials, equipment, and labor for the project. Contractor is responsible for site clearing of materials and proper disposal of items removed. Contractor is responsible for blocking/barricading the parking lot prior to, during and after work. Blocking/barricading shall remain in place until all areas are fully cured and able to receive vehicular traffic. Contractor is responsible for all local building permits and licenses applicable as required Albany County. Quotes will only be considered from firms/contractors with the capabilities, experience, and expertise for this type of work. Contractors must explain their qualifications to perform this type of work and provide at least 3 references of similar, past projects successfully completed within the past 2 years that Albany County may contact to verify contractor's experience and qualifications for this type of work.

The parking lot and drive area square footages are approximates and all contractors shall make their own field measurements prior to bidding. Your bid shall be based on the actual field measurements and not on the approximate amounts of the square footages involved. No extras will be allowed because of the difference between the Village supplied square footages and the actual field measurements of the contractors. Each contractor shall supply the actual field measurements that they have recorded for the parking lot and drive on the proposal.

Crack Sealing

Crack sealer shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water. Materials used must meet ASTM-D6690 standards.

Working Methods

- All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using these crack sealing specifications and/or the manufacturer's specifications.
- No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks or joints. The cracks and joints shall be completely dry before the seal treatment can resume. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.
- All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris removed from the cracks and joints shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day they are prepared shall be blown out with high-pressure air before the sealing operation continues. The vendor shall limit the amount of dust created from this operation.

- The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to insure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. Albany County shall have the right to reject the product if it is determined that this has occurred.
- The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1) inch from the crack or joint edges.
- A blotting material shall be broadcast over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the vendor using approved methods.
- The vendor shall be responsible for any claims of crack seal tracking. If there is a claim, the vendor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

Seal Coating

Seal coating must be **brushed not sprayed**.

The area designated for seal coating is approximately 150,000 sqft.

- Prior to application of coatings protect adjacent curbs, walks, fences, buildings and other items in the work area.
- Prior to seal coating asphalt repairs and crack sealing shall have sufficient curing time as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from all loose material, dirt, and debris using brooms, air blowers and/or power sweepers. Surface must be dry before coatings are installed.
- Vegetation removal, crack sealing, and asphalt repair repairs shall be completed as described above.
- Scrub and clean grease, oil, and gasoline spots with soap and water and prime according to seal coat manufacturer's specifications.
- Care shall be exercised to leave no unsightly appearance from handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required
- Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

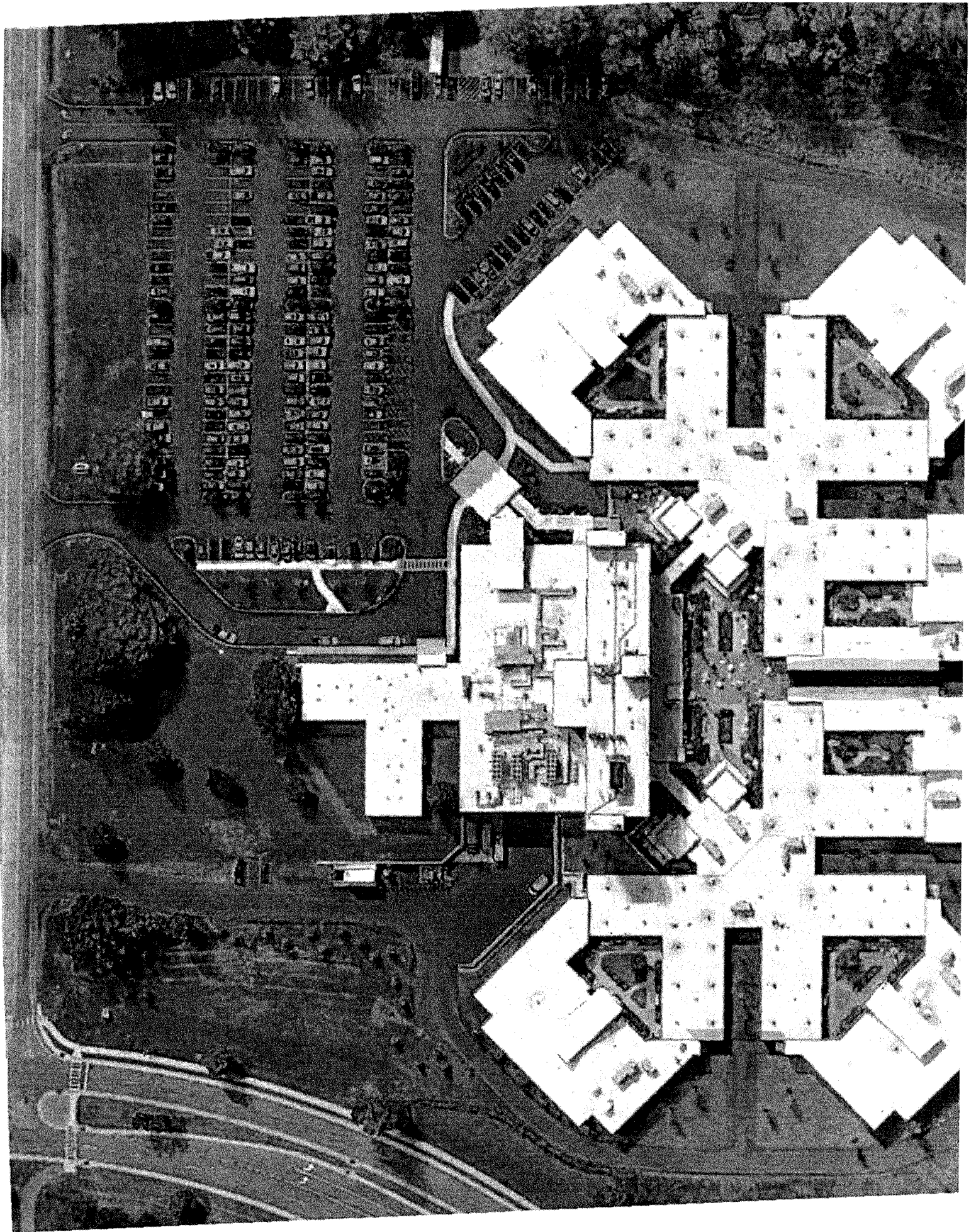
Striping

Striping will consist of 10 handicap designated parking stalls, 2 pedestrian walkways, 250 parking stalls, 3 electrical vehicle parking stalls, and arrows with line separation at entrance and exit

Contractor shall supply a one-year materials and workmanship warranty. The warranty period will begin upon Shaker Place Rehabilitation and Nursing Centers final acceptance and approval.

Site Visit

Contractors are recommended to visit the site prior to submitting any quotes. The contractor shall verify all dimensions on site. The attached facility aerial photo is provided for reference purposes to identify the specific job areas and is provided for reference purposes only. The contractor is responsible to examine the areas for compliance with requirements for installation and other conditions affecting performance of products per the manufacturer's requirements and specifications. Any conditions that must be altered to properly install proposed system(s) must be addressed with submission of bid in writing.



COUNTY OF ALBANY

Seal Coating and Paint Striping

RFB #2026-079

ADDENDUM #01

June 5, 2026

The following Addendum No. _01_ consisting of two (2) pages (including this cover page) is hereby issued on the 5th day of June 2026, in connection with the Request for Bids #2026-079 Seal Coating & Paint Striping, for the Albany County Shaker Place Rehabilitation and Nursing Center.

COUNTY OF ALBANY

**RFB 2026-079
Seal Coating & Paint Striping**

ADDENDUM #01

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

ITEM #1: What brand of coating is required or can contractor choose his own recommended brand?

RESPONSE 1: Contractor can choose, but can NOT be a low grade.

ITEM #2: How much brush coating is needed (we assume it is one coat only)?

RESPONSE 2: One coat is fine.

ITEM #3: For the narrow walk way or busy walk way, is Saturday work allowed?

RESPONSE 3: Weekend work is allowed. We will do a schedule after approved.

End of Addendum #1

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Seal Coating and Paint Striping**
Bid Number: **RFB-2026-079**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

June 5, 2026

01

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:

Will Gurley

Alliance Paving Materials, Inc.

PO Box 53 Rome NY 13442

Phone: 315-337-7070

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Seal Coating and Paint Striping

Bid Number: RFB-2026-079

Field Measurement 150,000 SF

Total Bid Amount \$ \$ 24,450.00

To include all materials, equipment and labor

COMPANY: Alliance Paving Materials, Inc.

ADDRESS: PO Box 53

CITY, STATE, ZIP: Rome NY 13442

TEL. NO.: 315-337-7070

FAX NO.: —

FEDERAL TAX ID NO.: 16-1090940

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

26-66428-CR

REPRESENTATIVE: Will Gurley, President.

E-MAIL: will@OcutoAlliance.com

SIGNATURE AND TITLE Will Gurley

DATE 6/10/2026



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div
Ashley Saville, Sr Specification Technician
112 State St
Room 820
Albany NY 12207

Schedule Year 2025 through 2026
Date Requested 05/26/2026
PRC# 2026014903

Location Shaker Place Rehab & Nursing
Project ID#
Project Type The entails crack sealing, seal coating and striping for the parking lot.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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.

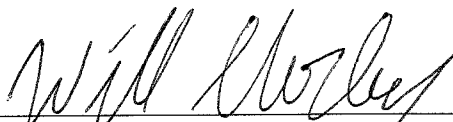
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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



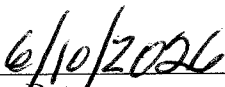
Signature



Title

Alliance Paving Materials, Inc.

Company Name



Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

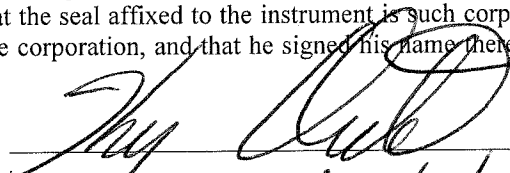
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 10th day of June, 2026, before me personally appeared William Gurley to me known, who, being by me sworn, did say that he resides at (give address) 7867 W. Thomas St Rome NY; that he is the (give title) President of the (name of corporation) Alliance Paving Materials, 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.


Notary Public, State of New York

Qualified in Oneida County

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

KIMBERLY A. OCUTO
Notary Public, State of New York
NO. 4877603
Registered in Oneida County
Commission Expires Dec. 8, 2026

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Alliance Paving Materials, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # <u>16-1090940</u> b) DUNS # <u>088668033</u>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <u>ocuto Alliance.com</u>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <u>896 Lawrence St</u> <u>Rome NY 13170</u>		7. TELEPHONE NUMBER <u>315-337-7070</u>	8. FAX NUMBER <u>—</u>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above <u>Mailing Address, PO Box 53</u>		10. TELEPHONE NUMBER <u>3</u>	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <u>William Gurley</u> Title <u>President</u> Telephone Number <u>315-337-7070</u> Fax Number e-mail <u>will@ocutoAlliance.com</u>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <u>William Gurley</u>	TITLE <u>President</u>	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes	☒ No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service		☐ Yes	☒ No
b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.		☐ Yes	☒ No

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

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

Alliance Paving Materials, Inc.

Address

PO Box 53
City, State, Zip Rome NY 13442

Sworn before me this 10th day of June, 2026

Notary Public

KIMBERLY A. OCUTO
Notary Public, State of New York
NO. 4877653
Registered in Oneida County
Commission Expires Dec. 8, 2036

Signature of Owner

Printed Name of Signatory

Title

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.

6/10/26
Date

Will Hurley
Signature
President
Title
Alliance Paving Materials, Inc.
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Alliance Paving Materials, Inc.

Address: PO Box 53
Rome NY 13772

Phone Number(s): 315-337-7070

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Sealing & Striping

Signature

Printed Name

Title

Date

Will Gurley

William Gurley

President

6/10/2026

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 49 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. ST. John's Church Laura Meek
315-335-3441
W. Domick Street Rome NY
\$17,250 - Sealing + Striping 9/2025

2. American Legion Denis Maylan, Jr Commander
315-796-3306
110 Main St. Whitesboro
\$4,350 - Sealing + Striping

3. ST. Paul's Church 315-335-3441
Cypress St Rome NY
\$4700 - Patching + Striping + paving maintenance

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

misc private home owners always

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

N/A

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

N/A

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

N/A

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Bank of Utica
222 Genesee St

Utica NY 13501

315-797-2700

Brian Loughlin

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Cash on Hand \$1.3M
Equipment value \$250,000
No Current Liabilities

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Alliance Paving Materials, Inc.

Correct Name of Bidder

- (a) The business is a: Corporation
- (b) The address of principal place of business is: 846 Lawrence St
Rome NY 13740
- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

William Gurley, President.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Alliance Paving Materials, Inc.

Firm

Dated: 6/10/20

By Will Morley
William Gurley
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: **Alliance Paving Materials, Inc.**

By: *William Gurley*
(Signature)

William Gurley
(Typed)

Title: *President*

Date: *6/10/2026*

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
 declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action
 Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and
 perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By

Date

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

ALBANY COUNTY - VENDOR 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 (hereinafter the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

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

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning \${[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 Vendor, and Vendor 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 Vendor shall submit to the County an Albany County Claim Form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to

such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and

the statement required by paragraph (a)

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899.03)

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race,

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

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.



ALLIPAV-06

MUTONEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	CONTACT NAME: Courtney McCall	
	PHONE (A/C, No, Ext): (607) 754-0316	FAX (A/C, No):
INSURED Alliance Paving Materials, Inc PO Box 53 Rome, NY 13442	E-MAIL ADDRESS: courtney.mccall@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acadia Insurance Company	
	INSURER B: Milford Casualty Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			CNA 5686345_Q - 10	4/20/2026	4/20/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CNA 5686345_Q - 10	4/20/2026	4/20/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUA 5686348-10	4/20/2026	4/20/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC1041590	4/8/2026	4/8/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*** Proof of Insurance ***

Contract #: 2026-1288

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Shawn Thelen]

Contact Phone: 518-447-7108

Vendor Info: Crown Castle International

Estimated Amount: 35820

Scope of Services: Dark Fiber Communication at Shaker Place

Budget Line Item: 44036

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 06/24/2026

SUBJECT: Crown Castle, Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests approval of a contract with Crown Castle, Inc. for point-to-point dark fiber communication lines between Shaker Place Rehabilitation and Nursing Center and the Harold L. Joyce Albany County Office Building located at 112 State Street in Albany, New York.

Crown Castle is a New York State awarded vendor for fiber optic communication with the New York State Office of General Services Contract Number PS68694. This contract request is for a thirty-six (36) month period commencing on August 1st, 2026 and concluding on July 31st, 2029 with a do not exceed amount of \$35,820.00.

We respectfully request approval of this contract.



Licensee or Customer Contact Detail

Licensee or Customer	Albany County		
Address & Contact	Address	6 EAGLE ST	
	City, State	ALBANY, NY 12207	
	Phone	(518) 447-4616	Fax
Billing Address & Contact	Name	Albany County	
	Billing Address	112 State St, 5th Flr, Suite 500	
	City, State	ALBANY, NY 12207	
Technical Contact	Name	Dave Berkun	Primary Phone 5184477283
	E-mail	David.Berkun@albanycountyny.gov	Alternate Phone

Product Detail

Dark Fiber	# Fibers	2	Estimated Route Miles	11.05	Estim. Fiber Miles	22.10
	Product Type	Point to Point				
	MRC	\$995.00	NRC	\$0.00		
	Install Lead Time	60 Days				
Location A	100 Heritage Ln, 1st Floor, Albany, NY 12211					
Location Z	112 State St, 5th Floor, Albany, NY 12207					

Order Summary

Pricing & Contract Terms	Dark Fiber	NRC *	MRC*
		\$0.00	\$995.00
	Total	\$0.00	\$995.00
	*Pricing shown does not reflect applicable taxes and fees.		

	Salesperson	Charles Day	Term (Months)	36
	Client Service Mgr	Samuel DeSalvo		
	Order Contact	Dave Berkun	Contact Email	David.Berkun@albanycountyny.gov
	Contract Renewal Start Date			

ORDER ACCEPTANCE

This Order Form is entered into between Provider ("or Company") and Customer (or "Licensee") effective as of the date of the last signature below. For Cloud Transport, Dark Fiber, Ethernet, Flexible Private Line, Internet, Off-Net Fiber Lateral Construction, or Wavelength Products, these Products will be subject to the terms and conditions of that certain New York State Office of General Services Contract, known as the Group 77017 - Comprehensive Telecommunication Services, Award 23100, with a contract number of PS68694, dated September 16, 2019, which is made a part hereof and incorporated herein by reference. For Colocation, DDoS, or SD-WAN (SD-WAN without a bundled Provider transport service) Products, these Products will be subject to the terms and conditions of that certain New York State Office of General Services Contract, known as the Group 73600 - Information Technology Umbrella Contract- Manufacturer Based (Statewide), Award 22802, with a contract number of PM69712, dated November 18, 2022, which is made a part hereof and incorporated herein by reference.

Licensee or Customer		Company or Provider	
	Albany County		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

Contract #: 2026-1232

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Parks and Recreation A7410

Date Submitted:

Contact Person: [James Halios]

Contact Phone:

Vendor Info: Advantage Sports & Fitness, Inc.

Estimated Amount: 200429.71

Scope of Services: St. Rose EAC Fitness Equipment

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Jim Halios, Acting Commissioner
Alexandra M. Robert, Deputy Commissioner

Memorandum

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

FROM: Jim Halios, Commissioner *214*

RE: Request to purchase fitness equipment for new fitness center in EAC on the St. Rose Campus.

DATE: June 10, 2026

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

The Department of Parks & Recreation respectfully request authorization for Albany County to enter into a purchase agreement with Advantage Sports and Fitness in the amount of \$200,429.71. Advantage Sports and Fitness has a current NYS Contract PC70843. We will be utilizing existing cardio equipment that was at the EAC prior to the County purchasing the facility. Existing fitness equipment is outdated and at the end of its useful life.

Please call at 518-447-7192 if you have any questions.





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: Jim Halios
Parks and Recreation

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 10, 2026

RE: NYS Contract – Fitness Equipment Purchase

I am in receipt of your recommendation to purchase fitness equipment from Advantage Sports and Fitness Inc. in the amount of \$200,429.71

As Advantage Sports and Fitness Inc has a current NYS Contract PC70843, I concur with your recommendation.

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



Advantage
Sport & Fitness Inc.
PARTNERED WITH LIVUNLTD

420 Western | Fitness Center

Fitness / Recreation Center Design & Outfit
Full Amenity Proposal

Representing

PRECOR® | **PELOTON**

and other industry-leading brands

IMPORTANT TREADMILL OUTLET NOTE

Each treadmill requires a NEMA 5-20 receptacle on an individual branch circuit. Hot and neutral conductors should not be shared or daisy-chained. Circuit should be grounded according to code. No other equipment should share the circuit or outlet.



CARDIO TRAINING STATIONS

01. Precor Adaptive Motion Trainer (AMT)
02. Existing Treadmills
03. Existing Ellipticals
04. Existing Upright Bikes
05. Assault Fitness Air Bike Elite
06. Assault Fitness Air Runner Elite
07. Concept2 Ski Erg
08. Assault Fitness Rower Elite
09. Keiser M3i Spin Bikes

STRENGTH TRAINING STATIONS

10. Precor Dual Adjustable Pulley
11. Precor Resolute Multi-Station
 - a. Chin / Dip Assist
 - b. Lat Pulldown
 - c. Low Row
 - d. Blank Cover
12. Precor Resolute Leg Press
13. Precor Resolute Seated Leg Curl
14. Precor Resolute Leg Extension
15. Precor Resolute Chest Press
16. Precor Resolute Shoulder Press
17. Precor Resolute Abdominal
18. Precor Resolute Lat Pulldown
19. Precor Resolute Rear Delt / Pec Fly

FREEWEIGHT TRAINING STATIONS

21. Precor Discovery Preacher Curl Bench
22. Precor Discovery Multi-Adjustable Bench
23. Precor Discovery Adjustable Decline Bench
24. Precor Discovery Back Extension Bench
25. Precor Discovery Knee Up / Dip
26. Escape Fitness Toast Rack (Plate Storage)
27. Precor Discovery Half Rack
28. Precor Discovery Power Rack
29. Precor Discovery Smith Machine
30. Humane Platforms
31. Precor Discovery 3-Tier Dumbbell Racks
32. Glute Builder Hip Thrust Elite
33. Precor Discovery Hack Squat
34. Precor Discovery Calf Raise
35. Precor Vitality FID Bench

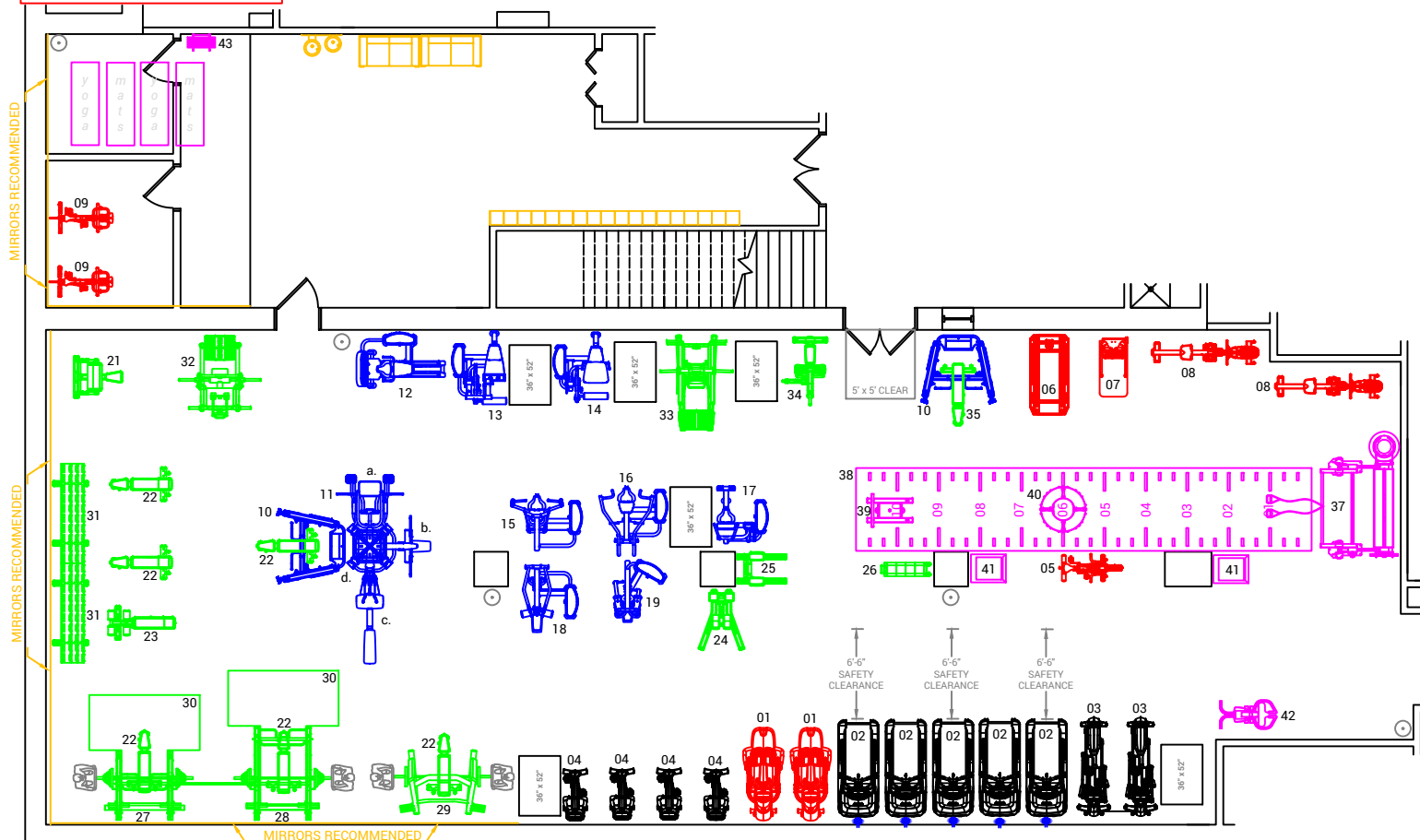
FUNCTIONAL TRAINING STATIONS

37. Escape Freestanding HIT HUB w/ Functional Training Tools & Attachments
38. Escape Portable Speed Track
39. Escape Quad Sled
40. Escape TIYR
41. Escape Multi-Plyo Boxes
42. Precor Stretch Trainer
43. Escape Mat Rack (wall-mounted)

HYGIENE KEY

- Free-Standing Equipment Wipes Dispenser

Mat rack requires wall-mounting by customer.
Recommended height at center of rack:
Yoga or Flex mats: 74"-76" above finished floor
Core mats: 60" above finished floor
ADA accessibility: 48" above finished floor.



Minimum recommended ceiling height for Precor Power Rack or Half Rack: 9'-0".

Precor Treadmills: NEMA 5-20 receptacle on individual branch circuit required.

Drawing Source: Vector PDF with scale or dimensions

AKR

Customer Name:

Customer Signature:

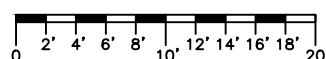
Approval Date:

DISCLAIMER: THIS FLOOR PLAN IS PROVIDED BY ADVANTAGE SPORT & FITNESS, INC. FOR GUIDANCE TO INDICATE THE APPROXIMATE PLACEMENT OF EQUIPMENT ONLY. ADVANTAGE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THIS DRAWING FOR ANY PARTICULAR USE. ALL MEASUREMENTS, LOCATION OF FIXTURES, AND PLACEMENT OF THE EQUIPMENT ARE SOLELY THE RESPONSIBILITY OF THE CUSTOMER. ADVANTAGE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE RELATED TO THE USE OF THIS DRAWING.

420 Western

(Draft 3.0 - 04/02/2026)

(overall fitness: [80 + 98 + 663 + 3,421] 4,262 square feet)



Power/Cable/Data Requirements

- 120V 20A NEMA 5-20R Outlet
INDIVIDUAL BRANCH CIRCUIT
- Standard 120V Duplex Outlet
- 240V 20A NEMA L6-20R Outlet
INDIVIDUAL BRANCH CIRCUIT
- Coax Cable Outlet - RG6
- Data Outlet (Cat6 Preferred)

Custom Layout Designed by:

Advantage
Sport & Fitness Inc.
PARTNERED WITH LEVULFO

Joe Ciolino
(C)917-796-2744
jciolino@advantagefitness.com

Corporate Office:		Quote Provided by:	
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY 14850-1576 Phone: (607)-257-2107 Fax: 607-597-2628		Joseph Ciolino	Quote Date: 5/26/2026
		jlcioino@advantagefitness.com	Valid Until: 6/25/2026
		Phone: 917-796-2744	Quote Amount: \$200,429.71

This quote was produced for:

Ship To: Albany County Parks & Recreation 420 Western Ave Albany, NY 12203 Jim Halios Phone: 518-860-4716 Email: James.Halios@albanycountyny.gov	Bill To : Albany County Parks & Recreation 420 Western Ave Albany, NY 12203 Jim Halios Phone: 518-860-4716 Email: James.Halios@albanycountyny.gov
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QTY	Product Number	Product Description	MSRP	Discount Price/Unit	Extended Price
		COUNTY OF ALBANY 420 WESTERN FITNESS			
		NYS CONTRACT: Group #30204; Contract #PC70843			
		NYS Vendor #1000008036, Federal ID #161316405			
		State Contract Pricing Includes Freight, Delivery & Installation			
		PRECOR CARDIO			
		- P31 LED Console			
		- Asset Management Included			
		- Color: Black Pearl			
		ADAPTIVE MOTION TRAINER (AMT)			
2	PRE-BP-AMT835P31/OS	Precor BP AMT835 P31 OS	\$11,820.00	\$9,456.00	\$18,912.00
2	SAFE-BOOST3	Safeware - Boosts Labor from 1 to 3 Years	\$159.00	\$0.00	\$0.00
		- Power: Self-Powered			
		ASSAULT FITNESS CARDIO			
2	AIR-AIRROWER/ELITE	Assault AirRower Elite	\$1,499.00	\$1,349.10	\$2,698.20
1	AIR-AIRBIKE/ELITE	Assault AirBike Elite	\$1,499.00	\$1,349.10	\$1,349.10
1	AIR-AIRRUNNER/ELITE	Assault AirRunner Elite	\$4,199.00	\$3,779.10	\$3,779.10
		- Power: Self-Powered			
		CONCEPT2 CARDIO			
1	CONCEPT-IISKIPM5	Concept II SkiErg/PM5	\$850.00	\$0.00	\$0.00
1	CONCEPT-FS	Concept II SkiErg Floor Stand (Standard)	\$220.00	\$0.00	\$0.00
		KESIER CARDIO			
2	KEISER-5507BC	Keiser M3i Bike w/Bluetooth & FTMS - Black	\$2,985.00	\$2,537.25	\$5,074.50
		- Power: Self-Powered			
		PRECOR STRENGTH			
2	PRE-RMS-DAP-BP	Precor BP Resolute Dual Adjustable Pulley	\$8,270.00	\$7,443.00	\$14,886.00
		- Frame Color: Black Pearl			

		TRICEP ROPE ATTACHMENT			
2	YORK-36168	York Tricep Rope - Double Grip	\$17.00	\$15.30	\$30.60
		PRECOR RESOLUTE CIRCUIT			
		- All Resolute Frame Color: Black Pearl			
		- All Resolute Upholstery: Black			
1	PRE-RSL515	Precor Resolute Converging Shoulder	\$5,930.00	\$5,337.00	\$5,337.00
1	PRE-RSL314	Precor Resolute Diverging Lat Pull	\$6,130.00	\$5,517.00	\$5,517.00
1	PRE-RSL605	Precor Resolute Leg Extension	\$6,050.00	\$5,445.00	\$5,445.00
1	PRE-RSL619	Precor Resolute Seated Leg Curl	\$6,160.00	\$5,544.00	\$5,544.00
1	PRE-RSL602	Precor Resolute Leg Press	\$8,140.00	\$7,326.00	\$7,326.00
1	PRE-RSL414	Precor Resolute Converging Chest	\$6,280.00	\$5,652.00	\$5,652.00
1	PRE-RSL714-BP-BLK	Precor BP/BLK Resolute Abdominal	\$5,580.00	\$5,022.00	\$5,022.00
1	PRE-RSL505	Precor Resolute Delt/Pec Fly	\$5,870.00	\$5,283.00	\$5,283.00
		MULTI-STATION 4-STACK			
		Frame Color: Black Pearl			
		Upholstery Color: Black			
1	PRE-RMS320-BP-BLK	Precor BP/BLK Resolute Multi - Assisted Chin/Dip	\$4,950.00	\$4,455.00	\$4,455.00
1	PRE-RMS302-BP-BLK/HS	Precor BP/BLK/HS RMS - Low Row - 340 lbs	\$3,970.00	\$3,573.00	\$3,573.00
1	PRE-RMS304-BP-BLK/HS	Precor BP/BLK/HS RMS - Lat Pull - 340 lbs	\$3,530.00	\$3,177.00	\$3,177.00
1	PRE-RMS801-BP	Precor BP Resolute Multi - Blank Cover	\$470.00	\$423.00	\$423.00
1	PRE-RMS904-BP	Precor BP Resolute Multi - Quad Tower	\$1,740.00	\$1,566.00	\$1,566.00
		FREEWEIGHT TRAINING STATIONS			
		DUMBBELLS + RACKS			
2	PRE-VBR6815	Precor Vitality 3 Tier Saddle Rack (15 Pr)	\$1,460.00	\$1,314.00	\$2,628.00
		- Frame Color: Black Pearl			
1	FP-FCP/LAYOUT	ASF FP Full Color Print Layout Fee	\$300.00	\$0.00	\$0.00
1	FP-DBSET550	Custom Logo Rubber DB Set 5-50lbs - 10Pr	\$1,995.00	\$1,795.50	\$1,795.50
1	FP-DBSET5100	Custom Logo Rubber DB Set 5-100lbs - 20Pr	\$7,695.00	\$6,925.50	\$6,925.50
		PRECOR BENCHES			
		- All Benches: Frame: Black Pearl & Upholstery: Black			
1	PRE-VBR6117	Precor Vitality FID Utility Bench	\$990.00	\$891.00	\$891.00
6	PRE-DBR119-BP-BLK	Precor BP/BLK Discovery Multi Adj Bench	\$1,515.00	\$1,305.00	\$7,830.00
1	PRE-DBR113-BP-BLK	Precor BP/BLK Discovery Adj Decline Bench	\$1,380.00	\$1,188.00	\$1,188.00
1	PRE-DBR702-BP-BLK	Precor BP/BLK Discovery Vertical Knee Up/Dip	\$1,555.00	\$1,341.00	\$1,341.00
1	PRE-DBR312-BP-BLK	Precor BP/BLK Discovery Back Extension	\$1,440.00	\$1,242.00	\$1,242.00
1	PRE-DBR202-BP-BLK	Precor BP/BLK Discovery Seated Preacher Curl	\$1,315.00	\$1,134.00	\$1,134.00
1	PRE-DPL616	Precor Discovery PL Calf Raise	\$1,950.00	\$1,755.00	\$1,755.00
		BARBELLS & COLLARS			
2	ESC-POWER02	Escape Olympic Power Bar	\$402.00	\$341.70	\$683.40
2	ESC-WODC01	Escape WOD Collar	\$80.00	\$68.00	\$136.00
		PRECOR HALF + POWER RACK			
1	PRE-DBR611-BP	Precor BP Discovery Half Rack	\$3,145.00	\$2,709.00	\$2,709.00
1	PRE-DBR610-BP	Precor BP Discovery Power Rack	\$4,315.00	\$3,717.00	\$3,717.00
1	PRE-DBROP10	DiscoverySBS 6ftOpt DBR610/611	\$230.00	\$207.00	\$207.00
		- Frame Color: Black Pearl			
2	PRE-DBROP01	DiscoveryBandPegOpt-DBR610/611	\$145.00	\$130.50	\$261.00
2	PRE-DBROP04	Precor DiscoveryTorsoTrnOptDBR610/611	\$230.00	\$207.00	\$414.00

1	PRE-DBROP03	Discovery DipStationOpt-DBR610	\$420.00	\$0.00	\$0.00
2	FP-BDPPREC01	Custom Logo Upright Panels (Precor Rack)	\$224.00	\$0.00	\$0.00
1	FP-FCP/LAYOUT	ASF FP Full Color Print Layout Fee	\$300.00	\$0.00	\$0.00
		- Customer to provide artwork by time of booking deposit			
		PRECOR DISCOVERY HACK SQUAT			
1	PRE-DPL603-BP-BLK	Precor BP/BLK Discovery PL Hack Squat	\$6,490.00	\$5,589.00	\$5,589.00
		- Frame Color: Black Pearl			
		- Upholstery Color: Black			
		HUMANE PLATFORMS			
1	HUMANE-91685	Shok-Lok DBR 610 18mm 4'x8' (5 Piece) Platform	\$700.00	\$0.00	\$0.00
1	HUMANE-96034	Shok-Lok DBR 611 18mm 4'x8' (4 Piece) Platform	\$600.00	\$0.00	\$0.00
		- Color: Black			
		PRECOR SMITH MACHINE			
1	PRE-DPL802BP	Precor BP Discovery PL Smith	\$5,640.00	\$5,076.00	\$5,076.00
		- Frame Color: Black Pearl			
		- Built-In Weight Plate Storage Horns			
		GLUTE BUILDER HIP THRUST ELITE			
1	PRE-GPL0612-BP-STD	Precor Hip Thrust Elite BP/Std	\$5,590.00	\$5,031.00	\$5,031.00
		- Frame Color: Black & Upholstery: Slate			
		FERUS PRIME CHANGE & BUMPER PLATES			
1	FP-FCP/LAYOUT	ASF FP Full Color Print Layout Fee	\$300.00	\$0.00	\$0.00
14	FP-PUGP2.5	Custom Logo Urethane Grip Plate - 2.5lb/Blk/ea	\$21.08	\$18.97	\$265.58
14	FP-PUGP5	Custom Logo Urethane Grip Plate - 5lb/Blk/ea	\$34.78	\$31.30	\$438.20
16	FP-PUGP10	Custom Logo Urethane Grip Plate - 10lb/Blk/ea	\$46.84	\$42.16	\$674.56
32	FP-PB25LB	Custom Rubber Comp Bumper - 25lb/Black/ea	\$169.00	\$152.10	\$4,867.20
32	FP-PB45LB	Custom Rubber Comp Bumper - 45lb/Black/ea	\$249.00	\$224.10	\$7,171.20
1	ESC-OTR001	Escape Octagon Toast Rack	\$768.00	\$652.80	\$652.80
		FUNCTIONAL TRAINING STATIONS			
1	ESC-FCD07327-01A	Escape HIT HUB 1.7M Single Blk w/Anthracite	\$14,450.00	\$12,282.50	\$12,282.50
1	ESC-ARBDB225	Escape Rubber Dumbbell 2.5-25lb/10pr	\$1,175.00	\$998.75	\$998.75
		- Single Sided One Bay			
		- Frame Color: Jet Black			
		- Attachment Color: Anthracite Grey			
		- HIT Wing			
		- Dumbbell Holsters			
		- Built-In Storage Shelves			
		- Claw / Band & Rope Storage			
		- Battle Rope Eye			
		- Stability Ball & BOSU Holder			
		- Core Mat Storage			
		BATTLE ROPE			
1	ESC-BR3210	Escape Battle Rope 1.5in/33ft	\$366.00	\$311.10	\$311.10

		CORE BAGS			
1	ESC-ECB050V3	Escape Core Bag-11lb/Grn	\$120.00	\$102.00	\$102.00
1	ESC-ECB100V3	Escape Core Bag-22lb/Blu	\$123.00	\$104.55	\$104.55
1	ESC-ECB150V3	Escape Core Bag-33lb/Red	\$134.00	\$113.90	\$113.90
1	ESC-ECB200V3	Escape Core Bag-44lb/Gry	\$147.00	\$124.95	\$124.95
		RUBBER KETTLEBELL SET			
1	ESC-ARBKB1060	Escape Rubber KB Set 10/15/20/25/35/45/50/60-EA	\$1,385.00	\$1,177.25	\$1,177.25
		POWER + RESISTANCE BANDS			
2	ESC-WBANDS1	Escape Power Band-Sm	\$29.00	\$24.65	\$49.30
2	ESC-WBANDM1	Escape Power Band-Med	\$45.00	\$38.25	\$76.50
2	ESC-WBANDL1	Escape Power Band-Lg	\$61.00	\$51.85	\$103.70
2	ESC-EST/RTL1	Escape Resistance Tube Level 1	\$22.00	\$18.70	\$37.40
2	ESC-EST/RTL2	Escape Resistance Tube Level 2	\$24.00	\$20.40	\$40.80
2	ESC-EST/RTL3	Escape Resistance Tube Level 3	\$26.00	\$22.10	\$44.20
		MAT RACK (Studio)			
		- Customer Responsible for Wall Mounting			
1	ESC-MATRACKA	Escape Mat Rack Bracket w/ Long Pins	\$71.00	\$60.35	\$60.35
12	ESC-YMAT01	Escape Yoga Mat (Black)	\$33.00	\$28.05	\$336.60
8	ESC-EST/CMATA	Escape Core Mat (Anthracite)	\$51.00	\$43.35	\$346.80
		- Core Mats on Escape Functional Frame			
		STEADYBALLS			
1	ESC-SBP55	Escape Steadyball 55cm/Light Grey	\$53.00	\$45.05	\$45.05
1	ESC-SBP65	Escape Steadyball 65cm/Dark Grey	\$65.00	\$55.25	\$55.25
		YOGA ACCESSORIES			
12	ESC-YBLOCK1	Escape Yoga Block-Black	\$18.00	\$15.30	\$183.60
6	ESC-EST/YOGS	Escape Yoga Strap	\$6.00	\$5.10	\$30.60
		ROLLERS			
2	ESC-EST/RRC	Escape Ridge Roller	\$63.00	\$53.55	\$107.10
2	ESC-USR001	Escape Ubersoft Roller (Grey)	\$73.00	\$62.05	\$124.10
		BOSU BALL			
1	HED-7210850PNG	Bosu Pro Nexgen	\$199.99	\$0.00	\$0.00
		MULTIPLYO			
2	ESC-MULTIP2	Escape Multiplyo	\$1,131.00	\$961.35	\$1,922.70
		- Multi-Color			
		TRX TRAINING STATIONS			
2	TRX-CLUB4	TRX Suspension Trainer Club 4	\$249.95	\$224.96	\$449.92
		PRECOR STRETCH TRAINER			
1	PRE-VBR6240	Precor BLK/BP 6240 Stretch Trainer	\$1,325.00	\$1,143.00	\$1,143.00
		ESCAPE SPEED TRACK			
1	ESC-APORTST33BLACK	Escape 33ft * 6ft Portable Speed Track	\$9,116.00	\$7,748.60	\$7,748.60
		- Black w/ White Markings			

		ESCAPE TIYR			
1	ESC-TIYR02	Escape TIYR02 - 130lbs/ Blu	\$2,090.00	\$1,776.50	\$1,776.50
		ESCAPE QUAD SLED			
1	ESC-QSLED1	Escape Quad Sled (Raw)	\$1,012.00	\$860.20	\$860.20
		- Frame Color: Red			
		HYGIENE STATIONS			
5	A1-DISPMC7209	ASF SS Floor Receptacle/Black	\$419.00	\$0.00	\$0.00
5	A1-WIPEMC7090	ASF HealtheWipe 4 roll/case	\$159.00	\$0.00	\$0.00

NOTE: Quote valid until: 6/25/2026

Estimated Delivery Date: 12-16 weeks from receipt of order confirmation

Total Discount Applied: (\$36,061.66)

Product Total After Discount: \$200,429.71

Inbound Freight: \$0.00

Delivery & Installation: \$0.00

Import Surcharge: \$0.00

Est. Tax: \$0.00

TOTAL AMOUNT: \$200,429.71

Payment Terms:

As per Approved Purchase Order

Customer Acceptance of Quote

Quote #: Q.000066505

Grand Total: \$200,429.71

Signature

Print Name

Date

ADVANTAGE SPORT & FITNESS, INC.
STANDARD TERMS & CONDITIONS
www.advantagefitness.com/terms

ACCEPTANCE - Buyer accepts these terms and conditions by paying any portion of the sales price.

ENTIRE AGREEMENT- This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course at dealing at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

PRICE PROTECTION- Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

DELIVERY OF EQUIPMENT All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address.

Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

TERMS - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

DELAY IN PERFORMANCE - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

INSPECTION- Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

CLEARED AREA/DEBRIS Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport and Fitness, Inc. will not deliver into an area undergoing construction, e.g. "hard-hat" area.

INSTALLATION AREA - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS - Unless otherwise stated, Buyer is responsible for all utility service such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

PERMITS - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

TAXES - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

ADDITIONAL CHARGES - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery.

- Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.
- Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.
- A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday), (8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.
- A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

NEW EQUIPMENT PURCHASES - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment. Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process. Waiver of Warranty -- All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

Buyer's Remedy -- Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

ADVANTAGE SPORT & FITNESS, INC. CERTIFIED PRE-OWNED EQUIPMENT PURCHASES - Equipment parts covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: all parts except entertainment.

Equipment parts not covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: PVS, headphone jack, USB connector, iPod connector.

The 90 day warranty period begins the day the equipment is delivered to your facility. The warranty is offered directly through Advantage Sport & Fitness, Inc. There is no manufacturer's warranty implied or expressed when purchasing Certified Pre-Owned equipment. The warranty covers parts and labor costs for equipment examined and certified through our Certified Pre-Owned inspection process. Any warranty claim must be submitted within the 90 day Certified Pre-Owned warranty window. Any claim or service request submitted after the close of the 90 day window will be subject to normal service repair charges. Certified pre-owned warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

Waiver of Warranty -- All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors.

Buyer's Remedy -- Buyer's sole remedy is application of Advantage Sport & Fitness, Inc. Certified Pre-Owned warranty and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

As Available We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock; the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

Certified Pre-Owned Means - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

"AS IS" EQUIPMENT PURCHASES - No "as is" materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

GOVERNING LAW - New York law shall govern any dispute between the parties pertaining to this document or the equipment.

JURISDICTION Any dispute between the parties involving this document or the equipment shall be filed in Monroe County, New York.

ADVANTAGE SPORT & FITNESS, INC. DAMAGES - Advantage Sport & Fitness, Inc. shall receive actual, consequential and incidental damages, costs, interest and attorney fees if buyer violates these terms and conditions.

CANCELLATIONS - Buyer agrees to pay 25% of sales price as a re-stocking fee on all orders, plus freight charges, if any order is cancelled.

SUBROGATION CLAUSE - Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insured loss, and Buyer also agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insurance even if Advantage Sport & Fitness, Inc.'s workmanship may have caused or contributed to the loss.

ADVANTAGE SPORT & FITNESS, INC. INSTALLATIONS - When Advantage Sport & Fitness, Inc. has been contracted to do partial or full installation, only the portion of installation contracted to be performed by Advantage Sport & Fitness, Inc. is subject to labor warranty. Such labor warranty shall be in accordance with the manufacturer's labor warranty, or in the event that no such manufacturer's warranty is applicable, then the labor shall be covered by a limited 30 day labor warranty. Problems that may arise from aspects of the installation not performed by Advantage Sport & Fitness, Inc. are not covered by Advantage Sport & Fitness, Inc. for any labor charges that may be incurred.

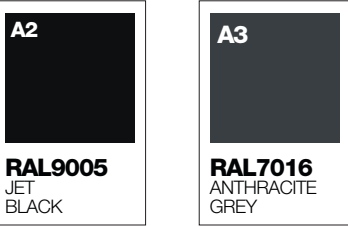
THIRD PARTY CONTRACTORS - Advantage Sport & Fitness, Inc. may subcontract its delivery and installation obligations shown on any quotation and these terms and conditions shall apply with respect to the third party as an agent of Advantage Sport & Fitness, Inc.

FRAME CONFIGURATION DRAWING.

FCD07327-01A- HIT HUB SINGLE SIDED, 1 BAY, FREESTANDING.

PROJECT NUMBER: FCD07327-01A DESIGNER: JORDAN ROUX DATE: 14 NOV 2024 FILE NAME: FCD07327-01A-ADVANTAGE-HH 1B SS FS-141124.ai PAGE NUMBER: 2 OF 14

STANDARD COLOURS.



LEGS.

BOX MESH. TOP BEAMS. ATTACHMENTS.

INSTALLATION NOTICE.

The shelves are a structural part of this frame and therefore cannot be removed.

NOTICE: FOR INTERNAL REFERENCE ONLY.

FOR INTERNAL REFERENCE ONLY

ESCAPE FRAME PURCHASE ORDER _____

FRAME INSTALLATION DATE _____

To be completed upon delivery and / or installation of frame to site, failure to do so could result in delays or issues with processing claims or returns.

NOTE The equipment shown is not included with this frame configuration, but gives you a good idea of frame usage.



INSTALLATION NOTICE

This frame has been designed to be installed directly onto the Finished Floor Level. Installation of this frame below the Finished Floor Level will void the frames warranty.

CUSTOMER SIGNOFF.

NAME: _____

YOUR POSITION WITHIN THE BUSINESS: _____

I confirm that this Drawing represents the solution requested and understand that it will go into production immediately following the issue of Escape's Order Confirmation.



DATE: _____

INTERNAL SIGNOFF.

NAME: Jennifer McCartney

I confirm that this FCD as configured has been engineer approved.



DATE: 2025

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Fitness equipment runs better, safer, and longer when serviced regularly.

Key Benefits of Preventative Maintenance:

- ✓ Protect your investment
- ✓ Minimize equipment down-time
- ✓ Maintain warranty compliance
- ✓ Receive Precor/Peloton-certified repairs
- ✓ Extend the life of your equipment
- ✓ Provide exercisers with an optimum experience
- ✓ Limit unknown issues that turn into expensive repairs
- ✓ Reduce exposure to safety hazards and mitigate risk



What Do You Get from a Preventative Maintenance Agreement?

- A comprehensive multi-point inspection by a Precor/Peloton-certified technician to examine and make necessary adjustments to maintain belts, decks, cables, gears, motors, digital/electrical components and more.
- A 10% discount on Precor parts and trip charges included at no extra cost. *Certain restrictions apply.*
- Documented proof your equipment was inspected and determined to be safe and suitable for use at time of inspection.
- Documented proof of any servicing or repairs performed to return the equipment to safe, working order.
- Longer useful life of the equipment.
- Confidence knowing you are providing exercisers with a well-functioning, high-quality, and safe facility.



How It Works:

1. Customize Your Plan

We create a tailored plan specific to your mix of equipment, factoring in age, current condition, and usage, then work with you to determine the best frequency of visits.

2. Create a Cycle

Contract pricing is applied based on the quantity, mix, age, and condition of your equipment. The annual cost is payable in equal installments over the course of your contract.

3. First Visit

Our technicians perform a thorough discovery of the current condition of your equipment to proactively create a corrective action plan and get ahead of any issues.

4. Recurring Maintenance Visits

Each piece of equipment undergoes a detailed, multi-point inspection, including cleaning and checking for proper calibration of speed, incline, wear and tear, technical functionality, and safety.

5. Repairs and Incidentals

Some minor repairs and adjustments can be taken care of during a routine preventative maintenance visit, saving you money by avoiding a separate return visit.

6. Documentation

We maintain a detailed record of all work done on each piece of equipment and provide you with a copy as proof that you uphold a high standard of safety in your facility.





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our product offering, and our
portfolio of work, please visit:

[advantagefitness.com](https://www.advantagefitness.com)

For more insights, follow
our social channels:



Contract #: 2026-1276

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health A4310

Date Submitted:

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

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

Vendor Info: University of Albany Sponsored Programs Administration

Estimated Amount: 80000

Scope of Services: UAlbany evaluation of the ACDMH’s Street Psychiatry program

Budget Line Item: A94322.44999 ICC26

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: Office of Addiction Services and Supports 1450 Western Avenue Albany, NY 12203-3526	BUSINESS UNIT/DEPT. ID: OAS01/3670000 CONTRACT NUMBER: C007063 CONTRACT TYPE (select one): ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Albany County Department of Mental Health	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods) ☐ Amendment (list periods)
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563 Federal Unique Entity Identifier: PMEZF45Y79N1 Agency Identifier: 70520	PROJECT NAME: In-Community Clinic Services ASSISTANCE LISTING (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 260 South Pearl Street Albany, NY 12202 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 1/1/2026 To: 12/31/2027

AMENDED TERM:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract;
Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: \$574,566

AMENDED:

FUNDING SOURCE(S)

- ☒ State
- ☐ Federal
- ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

☒ Appendix A:

☒ Attachment A:

- ☒ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ Attachment B:

- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☒ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4 (A) Net Deficit Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:

Albany County Department of Mental Health
260 South Pearl Street
Albany, NY 12202

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Addiction Services and Supports
1450 Western Avenue
Albany, NY 12203-3526

By: _____

☐ Nathaniel Beyer, Deputy Director, Contracts,
Procurements and Purchasing

☐ Karen C. Stackrow, Director of Contracts and
Procurements

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) _____

**ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM**

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or

meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

\$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’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 supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must 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, the Contractor 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the

finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is

requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30)

calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment A-1

Agency Specific Terms and Conditions

WHEREAS, the Office of Addiction Services and Supports (OASAS) is the applicable New York State (State) agency empowered to enter into Contracts for Grants with governmental agencies, not-for-profit corporations and other entities (Contractor) for the provision of substance use disorder and problem gambling treatment, prevention, harm reduction, and recovery services within the amounts made available by appropriation; and

WHEREAS, this Contract (Agreement) governs all funding provided by OASAS for the conduct of the program(s) herein approved;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants herein, OASAS and the Contractor agree as follows:

1 Applicability

The Contractor shall conduct, either directly or through subcontracts approved by OASAS, substance use disorder treatment, compulsive gambling, prevention, harm reduction, recovery or other authorized services (Program) as referenced in Attachment C of this Contract. The Program shall be performed in accordance with the Attachment C – Work Plan approved by OASAS, and in conformance with the provisions of this Contract, as well as all applicable laws, rules, regulations, bulletins and opinions of counsel, guidance and guidelines issued by OASAS or other state agencies where such materials governs and/or relates to the provision of substance use disorder and problem gambling treatment, prevention, harm reduction, and recovery services; and where applicable, operating certificates.

It is understood and agreed to by the Contractor that OASAS shall have the right to reduce the capacity and/or funding of the Contractor for underutilization, or performance deficiencies, in connection with the conduct of the approved Program(s).

1.1 Entire Contract:

It is understood that this Attachment together with the Face Page, Signature Page, and the Contract for Grants - Standard Terms and Conditions, and all other Attachments listed on the Face Page, represent the entire Contract of the parties; that all previous understandings are replaced by this Contract; and that no modifications shall be valid unless an Amendment to the Contract or Budget Modification has been properly executed and approved by all necessary parties.

1.2 Validity of Terms and Conditions:

If any term, provision or condition of this or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected thereby, and every other term, provision, and condition of this shall be valid and be enforced to the fullest extent permitted by law.

1.3 Interpretations and Representations:

If for any reason it becomes necessary to revise or clarify any information contained herein, (apart from Budget Modifications that do not change the Contract Funding Amount), such revision or clarification shall be set forth by written amendment. OASAS shall not be bound by any oral representations, or any written changes made to the terms and conditions of this Contract issued by any person, including employees of OASAS, unless such clarification, revision, or other change is provided via a written amendment to this Contract issued by OASAS and approved by the State Office of the State Comptroller (OSC).

1.4 Relation of Attachment and Contract:

The terms of this Attachment shall supplement those terms specified elsewhere in this Contract.

2 Reduction of Capacity and/or Funding

It is understood and agreed to by the parties that OASAS shall have the right to reduce the capacity and/or funding of the Contractor and any Subcontractor(s) for underutilization, or performance deficiencies, in connection with the conduct of the approved program(s).

3 State Requirements and Responsibilities

3.1 Programs:

The Program shall perform in accordance with OASAS reporting and performance measures, in accordance with all applicable laws, rules and regulations and, where applicable, in accordance with the operating certificates for Chemical Dependence and/or Compulsive Gambling services. All programs shall also comply with the following, as applicable:

- A. Mental Hygiene Law, including but not limited to Articles 19, 25, 32 and 41.
- B. All current and future Local Services Bulletins.
- C. The Administrative and Fiscal Guidelines for OASAS-Funded Providers.
- D. The provisions of the Code of Federal Regulations (CFR) Title 45 Part 96 including but not limited to, Treatment Services for Intravenous Drug Use and Treatment services for pregnant women.
- E. The OASAS Prevention Guidelines.

- F. The Standards for Outpatient Compulsive Gambling Treatment Services.
- G. The OASAS Budget and Claiming Manual for Calendar and July-June Fiscal Periods and the Consolidated Fiscal Reporting and Claiming Manual.
- H. State Finance Law.
- I. The Not-For-Profit Corporation Law.
- J. All other applicable Federal and State laws and regulations.

3.2 Records Retention:

- A. Books and records shall be maintained in accordance with the policies as set forth in the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers.
- B. If part or all of the performance under this Contract is to be conducted through subcontracts with other entities, then the Contractor agrees that they shall make the provisions of this Contract and any amendment thereto, a formal part of all such subcontracts, which shall specifically make reference to the records required to be maintained, and the retention periods of such records as noted herein, and that all such records maintained by such Subcontractors shall be made available and disclosed to OASAS, OSC and/or the federal government.

3.3 Confidentiality and Protection of Human Subjects:

The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services from the programs funded by this Contract. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this Contract in conformity with the provisions of applicable federal and State laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

The Contractor must have in effect a system to protect patient records from inappropriate disclosure, and the system must comply with all applicable State and federal laws and regulations, including 42 CFR part 2 and include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

3.4 Audit and Compliance:

In addition to the terms set forth in the Contract Standard Terms and Conditions the parties further agree as follows:

- A. The Contractor agrees to fully comply with regulations promulgated pursuant to Executive Order #38, as published by the Office in NYCRR Part 812.

- B. The Contractor agrees to cooperate fully with any audit or investigation OASAS or any agent of OASAS may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the State Attorney General, OSC, OASAS, the Federal Office of the Inspector General and any representatives specifically directed by such entities to take possession of all books, records and documents relating to this Contract without prior notice to the Contractor. Any recipient of books and records shall return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.
- C. OASAS shall have the right to audit and review the Contractor's performance and operations as related to this Contract and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on State's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the Contract, or has abused or misused the funds paid to the Contractor, the Contractor agrees to reimburse OASAS any costs associated with the review.
- D. If the review indicates that the Contractor is in non-compliance with any of the terms of the Contract, or has abused or misused the funds paid to the Contractor, the rights of OASAS shall include, but not be limited to:
 - 1. recovery of any funds expended in violation of the Contract;
 - 2. suspension of payments;
 - 3. termination of the Contract; and/or
 - 4. employment of another entity to fulfill the requirements of the Contract.
- E. The Contractor will assist OASAS in transferring the operation of the contracted services to any other entity selected by OASAS in a manner that will enable OASAS or patients to continue to receive services in an ongoing basis, including, but not limited to, notifying patients of the new entity to which services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the patients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this Contract.

3.5 Data Bank (Central Registry):

NOTE: The provisions of this Article shall apply only to opioid programs.

In accordance with federal requirements (21 CFR Part 291) and under the explicit authority of the New York State Mental Hygiene Law, Section 19.16, OASAS is empowered to "...establish and maintain, either directly or through contract, a central registry for purposes of preventing multiple enrollment, ensuring accurate dosage delivery and facilitating disaster management in methadone programs. OASAS shall require all

methadone programs to utilize such registry and shall have the power to assess methadone programs such fees as are necessary and appropriate.” The purpose of the registry is to maintain accurate and up-to-date records for all opioid programs to ensure that a patient is not receiving opioid services from more than one program at one time and ensure accurate dosage information to facilitate guest dosing and disaster management. The purposes and objectives of the registry function are to ascertain whether a patient was previously known to the system; to admit new patients into the registry; to collect pertinent information and assign unique registry identification numbers; to re-admit previously discharged patients who are eligible for re-admission; to discharge patients from active status; to transfer patients between eligible programs; to record accurate dosage information and to update and correct previously entered information.

Accordingly, the Contractor agrees to render all necessary assistance to OASAS and/or its designees for such purpose, including but not limited to: (i) making the Contractor’s records available to, and furnishing such data as may be requested by, OASAS or such designees (consistent with and as allowable under the applicable provisions of 42 CFR part 2); (ii) providing patient-identifying data to this registry prior to admission, and for all transfers and discharges; and (iii) utilizing the services of OASAS or a firm under contract with OASAS to provide central registry services to ascertain whether any applicant is being served by any other participating opioid program. OASAS has entered into a contract with a vendor for the conduct and operation within OASAS of New York of the Central Opioid Registry.

Pursuant to the terms of this contract, OASAS shall approve fees charged by the vendor to opioid programs. The vendor shall bill the Contractor monthly or at other such intervals as OASAS may agree for all transactions performed by the Contractor. Contractor agrees to make payment directly to the vendor in accordance with the payment instructions supplied by the vendor. If Contractor fails to make timely payments due and owing to the vendor, Contractor may be subject to a delay or offset of funding, as OASAS in its sole discretion deems appropriate.

3.6 Documents, Publications and Public Statements:

In addition to the terms set forth in the Contract Standard Terms and Conditions, the parties further agree as follows:

- A. The Contractor agrees to submit a copy of any paper prepared for publication to OASAS for comment prior to publication and to take all appropriate care to maintain the confidentiality of sensitive and/or patient identifiable information. Any publication or announcement of any nature, issued or authorized by the Contractor, relating to the said program shall acknowledge OASAS’s support in clearly legible print using the following statement: "This publication relates to a program funded by the New York State Office of Addiction Services and Supports."

- B. The Contractor agrees that all information obtained by it in carrying out this Contract shall be kept in strictest confidence, and that it shall not issue any publicity release, or make any statements regarding the execution of, or the implementation of this Contract, without first obtaining prior clearance and approval from OASAS, provided, however, that this paragraph shall not be deemed to prevent the making or preparing of such usual and ordinary reports as may be required by applicable law, or in order to carry on the day-to-day affairs of the Contractor.
- C. The results of any activity supported under this Contract may not be published without prior written approval of OASAS, which results (1) shall acknowledge the support of OASAS and the State and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of OASAS or the State.
- D. OASAS and the State expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Contract or activity supported by this Contract. All publications by the Contractor covered by this Contract shall expressly acknowledge OASAS's right to such license.
- E. All the license rights so reserved to OASAS and the State under this paragraph are equally reserved to the United States Department of Health and Human Services (DHHS) and subject to the provisions on copyrights contained in 45 CFR Part 74 if the Contract includes DHHS funds.

3.7 Financial Records:

The Contractor and all Subcontractors shall ensure that adequate documentation is maintained to support all expenditures pertaining to OASAS or other revenue sources in accordance with budget documents approved by OASAS. The Contractor and all Subcontractors shall have adequate controls in place to provide for the appropriate accounting and expenditure of funds. Journals, ledgers and registers, including, but not limited to, a cash receipts journal, cash disbursements journal, general journal, general ledger, equipment register, payroll register and voucher register must comply with generally accepted accounting procedures and be maintained on the basis of funding source and program type or program site.

The Contractor and all Subcontractors shall maintain a separate ledger account to provide accountability of funds received from OASAS. The Contractor and all Subcontractors shall additionally maintain separate ledger accounts for each program category in accordance with budget cost categories approved by OASAS. If a Contractor or Subcontractors wish to maintain single agency accounts, the required information must be supported by work papers that detail direct charges and general allocations to each program category.

Budgeted programs should be reported on OASAS budget and claim documents on a program/site specific basis in accordance with instructions in the Consolidated Budget Reporting (CBR) and Claiming Manual and the Consolidated Fiscal Reporting (CFR) and Claiming Manual. The Contractor is responsible for ensuring that no non-allowable expenses, as defined in the CBR and the CFR Manuals and in the OASAS Administrative and Fiscal Guidelines, are budgeted or claimed for State aid reimbursement.

Exceptions to program/site reporting include Supportive Living Community Residence Programs with multiple sites and additional outpatient locations that do not have separate Program Reporting Unit (PRU) numbers. Supportive living programs with multiple sites should be combined into a single column and outpatient additional locations that do not have a separate PRU number should be combined with the main site.

3.8 Indemnification:

In addition to the requirements of the Contract Standard Terms and Conditions, the Contractor agrees to indemnify, defend, and save harmless the State of New York, OASAS, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, Subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the Contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Contract.

Should any claim or demand be made, or any action brought against OASAS or the State in any way relating to this Contract or its performance, the Contractor agrees to render diligently to the Governmental Entity and/or OASAS, without additional compensation, any and all cooperation which may be required of the Contractor and/or Subcontractor.

3.9 Non-Supplantation:

In no event shall Federal or State funds provided by OASAS be used to substitute for or supplant other available funds.

3.10 Program Income:

Any revenue received in the performance of the approved program shall first be applied toward the total expenses incurred in the performance of the approved program.

Any funds received for the performance of the approved program shall be applied to reduce OASAS' State Aid reimbursement in the period in which the funds are received.

This shall include local tax levy monies that are being applied to the approved program. Nothing in this Authorization shall be construed to require OASAS to increase State Aid reimbursement should any anticipated revenue, including local tax levy monies in support of the approved program be reduced or eliminated.

The Contractor and all Subcontractors shall develop procedures that conform to OASAS policies and procedures for the billing and collection of patient fees in accordance with the Administrative and Fiscal Guidelines for OASAS Funded Providers. The Contractor and/or Subcontractor shall refer patients as soon as practicable after acceptance of patients into the program to the appropriate third-party payer for determination of their eligibility for third party reimbursement. Any fees paid to the Contractor and/or Subcontractor by or on behalf of a patient for program services shall be accounted for and applied as stipulated in the approved budget for the program. In the event that the Contractor and/or Subcontractor fail to pursue revenue sources to which the program or its patients are entitled to, the OASAS shall have the right to deduct from the approved net operating costs eligible for reimbursement an amount equal to the revenue that should have been collected.

3.11 Treatment Services for Intravenous Drug Abuse:

- A. If the Contractor and/or Subcontractor receives funding from OASAS for treatment services for intravenous drug abuse, the Contractor and/or Subcontractor agrees that they will encourage individuals in need of such treatment to undergo such treatment, as described under 45 CFR § 96.126.
- B. The Contractor and/or Subcontractor further agree that they will ensure that individuals who request and are in need of treatment for intravenous drug abuse receive such treatment as required under 45 CFR § 96.126.
- C. The Contractor and/or Subcontractor agree to notify OASAS within seven days whenever the Contractor and/or Subcontractor reach ninety percent (90%) capacity for treatment services for intravenous drug abuse, and OASAS agrees to include this information in the waiting list management program that OASAS is required to maintain under 45 CFR § 96.126.

3.12 Treatment Services for Pregnant Individuals:

- A. The Contractor and/or Subcontractor agree that each pregnant individual who seeks or is referred for, and would benefit from, treatment services will receive preference in admission to treatment as required under 45 CFR § 96.131.
- B. In any instance in which the Contractor and/or Subcontractor has insufficient capacity to provide treatment services to a pregnant individual who seeks such services, the Contractor and/or Subcontractor shall immediately notify OASAS.

3.13 OASAS Funding for Prevention Services:

Contractors, consultants, vendors, and Subcontractors that operates an OASAS funded and/or certified prevention program agree to comply with the terms and provisions set forth in the latest version of the OASAS Prevention Guidelines. Such Guidelines are expressly incorporated herein and made a part hereof. To the extent a program is unable to comply with portions of the Prevention Guidelines such programs should obtain a Waiver and/or approval from Regional Office.

3.14 Public Officers Law:

Contractors, consultants, vendors, and Subcontractors may hire former State Agency or Authority employees. However, as a rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority. Any questions about the appropriateness of employing or utilizing a former State Agency employee should be resolved by obtaining an advisory opinion from the NYS Commission on Ethics and Lobbying in Government which can be contacted at <https://ethics.ny.gov>.

3.15 Safeguards for Services and Confidentiality:

- A. Services performed pursuant to this Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this Contract shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this Contract shall be maintained and used only for the purposes intended under the Contract and in conformity with applicable provisions of laws and regulations.

3.16 Purchase of Furniture or Equipment:

- A. The Contractor shall purchase no furniture or equipment under this Contract except as approved and detailed in the approved budget. The Contractor agrees to fully comply with all State manuals and/or policy memoranda relating to furniture and equipment, including the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers or latest update.

- B. All title or interest in and to any real property, furniture, equipment and other non-expendable personal property and materials whose purchase cost is borne in whole or in part by monies provided under this Contract shall vest in OASAS, except that title or interest in and to any real property, furniture, equipment and other non-expendable personal property purchased with federal funds provided pursuant to this Contract shall vest in the federal government, pursuant to federal regulations at 45 CFR Part 74 unless such authority is otherwise inappropriate. However, for the duration of the contract term, the Contract shall be in effect, or during the period of any extension of the Contract, the Contractor is granted the right to use the same but only for the purpose of carrying out the terms of this Contract, and if so used, OASAS shall not make any charge or claim any payment from the Contractor for such use.
- C. All real property, furniture, equipment and other non-expendable personal property and materials purchased pursuant to this Contract shall not be transferred, conveyed, or disposed of without written approval of OASAS.
- D. Upon termination of this Contract or of any renewal of this Contract, all real property, furniture, equipment and other non-expendable personal property and materials purchased with funds under this Contract shall be returned to OASAS, unless OASAS has given direction for, or approval of, an alternative means of disposition in writing. The Contractor shall render all necessary assistance which OASAS or any successor to the rights, title and interest of OASAS in and to such real property, furniture, equipment and other non-expendable personal property and materials, may require, in order to facilitate the physical removal, at the sole cost and expense of the Contractor, of such real property, furniture, equipment and other non-expendable personal property and materials in the same condition as received by it, reasonable wear and tear excepted.
- E. The Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section. Such inventory shall be available for immediate inspection by OASAS.

3.17 Leases and Rentals

- A. It is the policy of OASAS, as set forth in the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers or latest update, that property lease costs included in approved OASAS State Aid funding budgets, must be at or below the fair market rental of similar properties in the community. Leases for State-funded programs must include certain provisions protecting the Contractor and OASAS in the event a program must be defunded or decertified for some reason. Any lease which does not include the minimally required provisions must receive the prior approval of the OASAS Regional Office for the rent to be included in an approved OASAS State Aid funding budget.

Any lease should be for a period of no less than five years and include an option allowing the Contractor to renew for an additional five years. With the written approval of OASAS, these periods can be modified to reflect a changing community, uncertainty of continued funding, and the costs of renovation by a landlord or the Contractor, or other circumstances.

- B. Leases between the Contractor and a Related Organization/Party must also meet these requirements with the additional requirement that the rent payment must be the lower of fair market rent or actual cost to the Related Organization/Party of acquiring and maintaining the property.
- C. Reimbursement of property lease costs is subject to the final review and approval of the OASAS Regional Office and is subject to the availability of State funds.
- D. Contractor must maintain liability and property damage insurance on any property, real or personal, for which OASAS funding is provided, in whole or in part. Such insurance shall contain coverage sufficient to replace the value of any items lost due to theft, disaster or otherwise. In the event of destruction of property for which OASAS State Aid has been used to secure or purchase, Contractor acknowledges it hereby assigns to OASAS the sole right to collect such insurance proceeds and use same in any way OASAS deems appropriate.
- E. When leasing or renting furniture or equipment, the cost of lease or rental, maintenance and operation must not exceed the reasonable annualized costs of its purchase, maintenance, and operation.
- F. The Contractor must review all leases or rental agreements of real estate (including month to month tenancies) or of furniture or equipment, proposed by any Subcontractor for inclusion in its budgeted expenses to ensure compliance with these policies.

3.18 Standards of Conduct:

The Contractor and its directors, officers and employees shall conduct themselves in accordance with the standards of conduct required of State officers by sections seventy-three and seventy-four of the Public Officers Law, and the standards as set forth in Section 515, Article 7 of the Not-For-Profit Corporation Law. The Contractor shall incorporate in all subcontracts, the standards of ethics as required by this Section. This requirement does not designate the Contractor, its employees, or Subcontractors as State employees; nor does it allow for any official status.

3.19 Ethics Requirements:

- A. The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service

of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract.

- B. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

3.20 Subcontracts:

- A. The Contractor agrees not to subcontract any of its services detailed in Attachment C - Work Plan, without the prior written approval of OASAS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.
- B. If the Contractor determines to subcontract a portion of the services, the Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Contract must be fully explained by the Contractor to OASAS. As part of this explanation, the Subcontractor must submit to OASAS a completed Vendor Assurances of No Conflict of Interest or Detrimental Effect form prior to execution of the subcontract.
- C. A true, complete and current copy of each subcontract, if any, entered into by the Contractor must be maintained by the Contractor and made available for review and inspection by OASAS.
- D. The Contractor retains ultimate responsibility for all services performed under the Contract.

- E. All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Contract including, but not limited to, the body of this Contract. OASAS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make OASAS or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against OASAS.
- F. OASAS reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and Subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Contract.
- G. The Contractor shall give OASAS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Subcontractor or which may affect the performance of the Contractor's duties under the Contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Contract.
- H. If at any time during performance under this Contract total compensation to a Subcontractor exceeds or is expected to exceed \$100,000, that Subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire, where requested.
- I. If the Contractor enters into subcontracts for the performance of the work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its Subcontractors. Nothing in the subcontract shall impair the right of OASAS under the Contract. No contractual relationship shall be deemed to exist between the Subcontractor and OASAS.
- J. The Contractor shall conform to all additional subcontracting requirements found in the "Conflict of Interest" section.

3.21 Personnel, Administrative Costs and Executive Compensation:

- A. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its program personnel, pursuant to and described in the narratives and budgets contained in the Attachments. These functions shall be carried out in accordance with the provisions of this Contract, the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers and all applicable federal and State laws and regulations. Documentation of employee time and attendance shall be maintained in accordance with the policies as set forth by in the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers.

- B. Limits on Administrative Expenses and Executive Compensation (14 NYCRR Part 812, incorporated herein by reference). Contractor shall comply with the requirements set forth in 14 NYCRR Part 812, as amended;
1. Contractor's failure to comply with any applicable requirement of 14 NYCRR Part 812, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement; and
 2. Contractor shall include the following provision in any agreement with a Subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Contract:
 - a. [Name of Subcontractor/agent] acknowledges that it is receiving "State funds" or "State-authorized payments" originating with or passed through the Office of Addiction Services and Supports to provide program or administrative services on behalf of [Name of CONTRACTOR]. [Name of Subcontractor/agent] shall comply with the terms of 14 NYCRR Part 812, as amended. A failure to comply with 14 NYCRR Part 812, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 14 NYCRR Part 812, as amended, are incorporated herein by reference.

3.22 Reports and Deliverables:

- A. The Contractor shall prepare and submit all reports and documents as may be required under this Contract to OASAS. These reports shall be in such substance, form, and frequency as required by OASAS and as necessary to meet State and federal requirements. OASAS shall notify the Contractor as to the substance, form, and frequency of any and all reports and documents required to be submitted.
- B. All funds made available through this Contract shall be separately accounted for.
- C. OASAS may require that the Contractor submit a final report or other documentation summarizing the conduct of the program and indicating the total number of individuals participating in each of the components for the entire term of the Contract.

3.23 Termination:

In addition to the Termination clauses stated in Contract Standard Terms and Conditions, to the extent permitted by law, this Contract shall be deemed in the sole discretion of

OASAS to be terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OASAS to the Contractor.

3.24 Environmental Tobacco Smoke:

The Contractor and its Subcontractors shall comply with all provisions of Part 856 of the State of New York Official Compilation of Codes, Rules and Regulations (Title 14 NYCRR Part 856) governing the provision of tobacco-free services and tobacco-free environments of OASAS-certified, funded, or otherwise authorized prevention, treatment, or recovery programs. The Contractor shall comply with all federal laws, including Public Law 103-227 and State laws, including Public Health Law section 1399-o, to the extent applicable.

3.25 Compassionate Care Act:

The Contractor and its Subcontractors shall comply with all provisions of the Compassionate Care Act, including Public Health Law Article 33, Title 5-A and Title 9 NYCRR Part 113 and any other New York State rules, regulation and guidance related thereto.

3.26 New York State Information Security Breach and Notification Act:

Contractor and its Subcontractors shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or Subcontractors.

3.27 Vendor Responsibility:

The Contractor and its Subcontractors shall at all times during the Contract term remain responsible. The Contractor and its Subcontractors agrees, if requested by the Commissioner of OASAS or its designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

3.28 Data Ownership:

Where the Scope of Work requires a Contractor to possess, generate or be provided access to OASAS data related to substance use disorder and problem gambling services, Contractor acknowledges that such data is owned by OASAS exclusively and will remain the property of OASAS. Contractor is permitted to use data solely for the purposes set forth in the Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any confidential information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any

other purpose. The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those specifically authorized by the State. Contractor agrees that State data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Contractor, or otherwise passed to other contractors, agents, Subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by the State.

3.29 Data Protection and Transmission:

Where applicable, Contractor shall use appropriate means to preserve and protect OASAS data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Contractor must, in accordance with applicable law, regulations, or established requirements and the instructions of OASAS, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate and necessary data integrity safeguards against the deletion or alteration of such data. In the event any data is lost or destroyed because of any act or omission of the Contractor, or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse OASAS for any costs incurred by OASAS in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith.

Contractor agrees that any and all OASAS data will be stored, processed, and maintained solely on designated target devices and that no OASAS data will, at any time, be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract/Agreement and/or any addendum thereof, or the Contractor's designated backup and recovery processes, and is encrypted in accordance with all current federal and State statutes, regulations, and requirements, to include requirements for data defined as confidential, financial information, personal private and sensitive information (PPSI), personally identifying information (PII) or protected health information (PHI) by statute or regulations. The Contractor shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit in accordance with State and federal law, rules, regulations, and requirements.

3.30 Notice:

Pursuant to the Contract Standard Terms and Conditions of the Contract, the parties hereby make the following designations for receipt of all notices, except as limited by the Termination, provisions of the Contract:

A. State Agency Official Contact

OASAS hereby designates the Contract Unit or such other Program Office as it may designate, as the official contact for purposes of receiving all notices necessary or required to be made to the State, except as otherwise stated in Termination sections in this Contract.

The address for transmission of all notices is:

OASAS Contracts Unit
NYS Office of Addiction Services and Supports
1450 Western Avenue
Albany, NY 12203
Email: Grants@oasas.ny.gov

B. Contractor Official Contact

The Contractor agrees to designate, the person(s) who will be responsible for directing the work to be done under this Contract as the Chief Executive Officer and Financial Officer named in the Provider Directory System (PDS).

OASAS uses the provider contact information contained in the PDS to distribute program and policy material and announce funding opportunities. In order to receive these important communications, you must keep your agency contact information updated in the PDS. Please review this information and ensure its accuracy and completeness. Instructions for changing contact information are available at <https://apps.oasas.ny.gov> under the Application Documentation heading. Should you require assistance or have questions regarding the PDS, please contact the OASAS Data Management Unit at DataMgmt@oasas.ny.gov.

3.31 Related Organizations/Parties:

3.31.1 Background

Related Organizations/Parties are affiliates, principal owners, management and members of their immediate families and any other party with whom the reporting entity may deal with where one party can significantly influence management or operating policies of the other to the extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

When these relationships exist OASAS has the following Policy Objectives on the provision of State Aid funding support to service providers:

- To ensure that State Aid funding support for service provider expenditures involving financial transactions with related organizations/individuals, including the leasing of property and/or the purchase of goods and services, is restricted to the lesser of the actual cost to the related organization/individual or the fair market value of the transactions.

- To ensure that all funds available from fundraising activities carried out by any related organization/individual on behalf of the service provider are appropriately applied toward the legal/corporate purposes of the service provider consistent with the OASAS mission to support and advance substance use disorder and problem gambling services in New York State.

Additional criteria and documentation requirements for provider certification of compliance with State policy, as set forth in the Administrative and Fiscal Guidelines for OASAS-Funded Providers, most recent edition.

3.31.2 Contractor Requirements and Certification:

By signing this Contract, the Contractor certifies that where the organization has a relationship with any entity, which meets the criteria of a related organization/party (RO/P), as defined in the Administrative and Fiscal Guidelines for OASAS-Funded Providers the Contractor will comply with all OASAS directives and complete all necessary forms related to this policy.

3.32 Conflicts of Interest:

3.32.1 Contractor Conflicts of Interest:

By signing this Agreement, the Contractor attests that it will not act in any manner that is detrimental to any State project on which the Contractor is rendering services. Specifically, the Contractor attests that:

- A. The Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.
- B. The Contractor hereby affirms and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify OASAS immediately of any actual or potential conflicts of interest.
- C. OASAS and the Contractor recognize that conflicts may occur in the future because the Contractor may establish new relationships. OASAS will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of OASAS, a real or potential conflict of interest cannot be cured.
- D. The Contractor will abide by all other terms and conditions found on the below "*VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT*" form.

3.32.2 Subcontractor Conflicts of Interest:

- A. In addition to any other subcontracting requirements under this Contract, the Contractor shall also obtain and deliver to OASAS, prior to entering into a subcontract, a "*VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT*" form, signed by an authorized executive or legal representative of the Subcontractor.
- B. The Contractor shall also require in any subcontracting agreement that any Subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the OASAS a signed and completed "*VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT*" form for each of its Subcontractors prior to entering into a subcontract.

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT:

(Only Subcontractors Require Signature -Terms Applicable to Contractor and Subcontractors)

Any Contractor offering to provide services pursuant to this Contract, as a contractor, joint venture contractor, Subcontractor, or consultant, attests that its performance of the services outlined in this Contract does not and will not create a conflict of interest with nor position the Contractor to breach any other contract currently in force with the State of New York.

Furthermore, the Contractor attests that it will not act in any manner that is detrimental to any State project on which the Contractor is rendering services. Specifically, the Contractor attests that:

1. The fulfillment of obligations by the Contractor, as proposed in the response, does not violate any existing contracts or agreements between the Contractor and the State;
2. The fulfillment of obligations by the Contractor, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Contractor has with regard to any existing contracts or agreements between the Contractor and the State;
3. The fulfillment of obligations by the Contractor, as proposed in the response, does not and will not compromise the Contractor's ability to carry out its obligations under any existing contracts between the Contractor and the State;
4. The fulfillment of any other contractual obligations that the Contractor has with the State will not affect or influence its ability to perform under this contract;
5. During the negotiation and execution of this contract, the Contractor will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Contractor will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Contractor, nor any former officer or employee of the Contractor who is now employed by the State, has played a role regarding the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Contractor has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Contractors responding to this Contract should note that the State recognizes that conflicts may occur in the future because a Contractor may have new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature required only by Subcontractor(s) performing services under this Contract.

Subcontractor Name

Title

Signature

Date

This form must be signed by an authorized executive or legal representative and returned to OASAS Contracts Bureau.

End of Attachment A-1

ATTACHMENT B – BUDGET

Contract Periods

Contract Type: Multi-Year Agreement

Contract Term: January 1, 2026 - December 31, 2027

Contract Amount: \$574,566

Contract Period Information Details

Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

#	DATES	AMOUNT	AMENDED DATES	AMENDED AMOUNT	Budget and Work Plan Indicator
1	1/1/2026-12/31/2026	\$287,283			YES / YES
2	1/1/2027-12/31/2027	\$287,283			NO / YES

New York State Office of Addiction Services and Supports
Attachment B- 4 Net Deficit Funding

SBRRPAPB100
12/11/2025 16:15

BUDGET PERIOD: 01/01/2026- 12/31/2026
APPROVED: 12/11/2025

AGENCY CODE: 70520

CONTRACT NO.: C007063

CONTRACTOR: Albany County Department of Mental Health

BUDGETED PROGRAMS

BUDGET CATEGORIES	TOTAL CONTRACT	Albany
		4083 00
EXPENSES (GROSS)		
Personal Services	\$99,133	\$99,133
FICA & Fringe Benefits	\$71,178	\$71,178
O.T.P.S.	\$79,500	\$79,500
Equipment	\$0	\$0
Property/Space	\$0	\$0
Agency Administration	\$37,472	\$37,472
Non- Allowable Expenses	\$0	\$0
Total Gross Expenses	\$287,283	\$287,283
REVENUE		
Patient Fees	\$0	\$0
SSI and SSA	\$0	\$0
Public Assistance	\$0	\$0
Medicaid	\$0	\$0
Medicare	\$0	\$0
Third Party/Private Insurance	\$0	\$0
Medicaid Managed Care	\$0	\$0
State Grant	\$0	\$0
Federal Grant	\$0	\$0
Food Stamps	\$0	\$0
Disproportionate Share	\$0	\$0
Local Tax	\$0	\$0
Voluntary Contributions	\$0	\$0
Total Revenue	\$0	\$0
NET OPERATING COST	\$287,283	\$287,283
State Aid	\$287,283	\$287,283
Non- Funded	\$0	\$0
Local Government	\$0	\$0
Total Deficit Funding	\$287,283	\$287,283
FUNDING SOURCE		
013T: Settlement	\$287,283	\$287,283
Total OASAS State Aid	\$287,283	\$287,283

Attachment C: Work Plan In-Community Services

Program goals: The goal of in-community clinic services is to identify, engage, and deliver services to individuals who use substances or have a substance use disorder and are not currently connected to care. Part 822 clinic staff will establish a connection with individuals while familiarizing them with available SUD services including harm reduction, treatment, and/or recovery support services.

The applicant will connect individuals to outpatient or other levels of SUD care based on LOCADTR recommendation and considering the individual's interest, and needs, The applicant will link interested individuals to the appropriate level of care, which may or may not be with a program managed by the provider delivering the in-community service. Low threshold/ Medication for Addiction Treatment constitutes engagement in services.

Providers should:

- Build community partnerships in order to establish a routine schedule of providing in-community clinic services.
- All encounters delivered in community should be those available in the clinic setting and should be billed to third party insurance when eligible to be billed, when such service meets all regulatory and billing requirements.
- Develop formal relationships with partners that interact with people who are in need of SUD care but not likely to engage including, but not limited to: homeless shelters, LDSS, and other social service providers.

Target population: Individuals who use substances and are vulnerable/underserved and those who have not been successfully engaged in traditional treatment settings. (e.g. individuals who live 20+ miles or 45 minutes on public transportation away from services, experience homelessness, mobility issues, are older adults, or lack transportation options).

Services

To work toward a sustainable model, all staff related to this effort must be credentialed, so that where possible encounters are billed appropriately to include, but are not limited to:

- Pre and post admission services
- Assessment
- Medical services including Medication for Addiction Treatment
- Clinical support
- Peer support
- Individual counseling
- Case management

Policy and Procedures

Providers must follow policy and procedures as approved by OASAS and revised based on application submissions. Policies for this initiative are person-centered, trauma informed, culturally competent and inclusive of harm reduction principles.

Policies and procedures include, but are not limited to:

- How partnerships will maintain continuous collaborations over time;
- Low threshold Medication for Addiction Treatment;

- Toxicology testing;
- Ensuring the health and safety of both staff and participants;
- Data collection protocol;
- Policies relating Justice Equity Diversity and Inclusion principles as it relates to employees, as well as serving the client population.
- Policies outlining how the provider identifies, accommodates, and serves those with co-occurring mental health concerns.

Policies and procedures clearly indicate how to determine that an individual is in need of services from another community partner or to a higher level of care. Plans describe the process by which individuals are linked to care in situations that require:

- Immediate crisis services;
- Immediate medical attention;
- Response to an imminent risk for harm to self or others;
- Services outside of the providers' scope of practice.

Reporting and Program Implementation Requirements

The awarded provider will be required to submit the OES Quarterly Expense Reports by the 15th of the month following the close of each quarter. See Appendix D: Outreach Engagement Quarterly Expense Report. The Quarterly Expense Report will be used to calculate the cost per encounter. See Section 1.5 Contract Award Amount Calculation and Reimbursement Methodology for detailed information on the use of the Quarterly Expense Report to inform payment.

Awarded provider must use the OASAS Participant Encounter form to collect data on individuals served and services provided. Providers must complete a consent and then a Participant Encounter form each time a meaningful contact is made engaging with or delivering services to a participant. (See Appendix C: Encounter Data Reporting Guide).

An encounter is defined as an in-person clinical, medical, or peer service delivered to a patient outside of the applicant's traditional brick-and-mortar setting. An encounter can include multiple services for a participant. If multiple services are delivered within a single day by the same staff person, all of these services should be captured on one encounter form. If an individual receives multiple services from more than one staff person within the same day, each staff person must complete an encounter form for services provided because encounter forms are reported based on individual staff role. For the purpose of the cost per encounter calculation, the number of encounters, not the number of services, is used to calculate the cost per encounter. An individual provider can only count one encounter form per participant per day toward the cost per encounter calculation. Awardees will collaborate with OASAS and other Providers to:

- Participate in re-occurring (monthly or bi-monthly) one-on-one check-in meetings with OASAS staff to discuss program needs. Outreach staff are required to attend one-on-one check-ins in conjunction with the designated program supervisor.
- Attend re-occurring learning collaboratives to share successes and challenges with other providers. Attendance at learning collaboratives is required for at least one direct service staff, as well as designated program supervisor.

As needed the above-mentioned appendixes may be modified by OASAS.

Reimbursement Methodology

The gross cost per encounter must not exceed \$396 (upstate) or \$421 (downstate) or fall below \$200 (upstate) or \$213 (downstate) per encounter.

Funding will be advanced quarterly based on the OASAS-approved budget as negotiated with the awarded provider. Funding advances may be withheld or reduced due to missing reporting and/or cost per encounter outside of established range based on geographic region. Quarterly expense reports (Appendix D Outreach and Engagement Expense Report) must be submitted to OASAS no later than the 15th of the month following the quarter. For example, the January 1-March 31, 2026 reporting is due to OASAS no later than April 15, 2026. Participant Encounter forms are due within 24 hours of service delivery.

NYS OASAS will calculate the cost per encounter for a given quarter by dividing the total cost submitted for the quarter by the number of Participant Encounter forms submitted during the time period reflected in the report (expenses/encounters for a per encounter cost). One encounter per individual per day counts toward the reimbursement calculation. An encounter is defined in the glossary of terms. Unless otherwise stated in the application, telehealth services cannot account for more than 10% of encounters in a given quarter.

This calculation will be applied beginning with the second quarter following the start of the contract period and to all quarters thereafter. For the duration of the contract, the quarterly report and encounter forms completed in a given quarter will inform the advance payment for a subsequent quarter. For example, the cost per encounter calculated for Quarter 2 will inform the advance payment for Quarter 4 in Year 1. The calculated per encounter cost in a given quarter must not exceed or fall below the stated range based on geographic location in order to receive the subsequent quarterly payment.

If the calculated costs per encounter falls outside of the stated range in any given quarter, the provider must submit a corrective action plan (CAP) to OASAS no later than 14 days following notification of not meeting the cost per encounter target. OASAS must approve the CAP. If an approved CAP is-not in place or sufficient improvement is not evident in the reporting period, a subsequent quarterly advance payment will be withheld. Continuation of funding beyond the first 12-month period will be contingent upon available funding, provider reporting, the status of any CAP, review of calculated costs per encounter, and anticipated service target achievement.

Funding will be reconciled quarterly based on the review of the Quarterly Expense Reports for the completed fiscal period. Overpayments will be due back to OASAS. Recoupments will be recovered from future advance payments. If upon completion or termination of the contract, all advance payments have not been fully claimed, the balance of such payments shall be paid by the provider to OASAS upon demand.

Definitions

“Encounter” - An encounter is defined as an in person clinical, medical, or peer service delivered to a patient outside of the applicant’s traditional brick-and-mortar setting. An encounter can include multiple services for a participant. For the purpose of the cost per encounter calculation, the number of encounters, not the number of services, is used to calculate the cost per encounter. An individual provider can only count one encounter form per participant per day toward the cost per encounter calculation. If multiple services are delivered within a single day by a staff person, all services should be captured on one encounter form. Because encounter forms are completed by individual staff and indicate staff role, if an individual receives services in the same day from multiple staff, each staff person must complete an encounter form for services provided. Only one encounter form per individual per day will count towards the cost per encounter calculation. Unless otherwise stated in the application, telehealth services cannot account for more than 10% of encounters in a given quarter.

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by Deputy Director of Contracts, Procurements and Purchasing of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to forty-five (45) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the

Contractor shall have up to forty-five (45) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For July-June fiscal year filers, the due date shall be December 1 of each year; for calendar fiscal year filers, the due date shall be June 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements – N/A

(See payment information contained in Schedule B:)

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-4 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Payment and Reporting Schedule, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in in Schedule B: Payment and Reporting Schedule, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in in Schedule B: Payment and Reporting Schedule, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Payment and Reporting Schedule below.

Schedule B: Payment and Reporting Schedule

January to December Funding Period

DATE(S)	PROCESS/ACTION	CRITERIA FOR PROCESS/ACTION
January 1	Issuance of Annual Contract Budget	Upcoming period's required Budget materials
January 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	N/A
February 1-10	Monthly Advance Payment of Federal funds	N/A
March 1-10	Monthly Advance Payment of Federal funds	N/A
April 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	N/A
May 1-10	Monthly Advance Payment of Federal funds	N/A
June 1	Prior fiscal period final State Aid claim(s) due to OASAS from Contractor	N/A
June 1-10	Monthly Advance Payment of Federal funds	N/A
July 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	N/A
August 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim.
September 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim.
October 1	Due date for submission of Prospective Budget documents to OASAS Regional Offices	N/A
October 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim.
November 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim and Prospective Budget materials.
December 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim and Prospective Budget materials.

July to June Funding Period

DATE(S)	PROCESS/ACTION	CRITERIA FOR PROCESS/ACTION
July 1	Issuance of Annual Contract Budget	Upcoming period's required Budget materials
July 1-10	Quarterly State and/or Monthly Federal Advance Payment	N/A
August 1-10	Monthly Federal Advance Payment	N/A
September 1-10	Monthly Federal Advance Payment	N/A
October 1-10	Quarterly State and/or Monthly Federal Advance Payment	N/A
November 1-10	Monthly Federal Advance Payment	N/A
December 1	Prior fiscal period final State Aid claim(s) due to OASAS from Contractor	N/A
December 1-10	Monthly Federal Advance Payment	N/A
January 1-10	Quarterly State and/or Monthly Federal Advance Payment	N/A
February 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim.
March 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim.
April 1-10	Quarterly State and/or Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim.
April 1	Due date for submission of Prospective Budget documents to OASAS Regional Offices.	N/A
May 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim and Prospective Budget materials.
June 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim, and Prospective Budget materials.

E. Special Payment and Reporting Provisions

1. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B. See section B 1 above.

Initial Payment, Advance Payments and Recoupment of Advance Payments shall be made in accordance with the approved payment schedule in the Schedule B: Payment and Reporting Schedule.

2. REPORTING PROVISIONS

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For July to June contractors, the due date shall be December 1 of each year; for calendar year contractors, the due date shall be June 1 of each year, as per section A 12 above.

3. PAYMENT AND REPORTING REQUIREMENTS FOR FUNDING OF STATE AID

- A. Notwithstanding the date of execution, the Contract Term of this Contract shall be for the term specified on the Face Page of this Contract. Within this Contract Term, the funding will be budgeted on an annual basis. The Contract may be amended by mutual agreement of both parties, and proper execution of a contract

amendment as indicated in this Contract STANDARD TERMS AND CONDITIONS, section I, GENERAL PROVISIONS.

- B. Funding for the entire Contract Term shall not exceed the Contract Funding Amount specified on the Face Page of this Contract. Funding for the initial annual budget period shall be set forth in a Contract Budget and Funding Summary (Attachment B) which is attached as part of this Contract. OASAS will notify the Contractor of each subsequent annual budget period funding amount in writing by issuing a new Attachment B for that budget period. In no circumstances, may the aggregate funding amounts for the annual periods exceed the Contract Funding Amount, without a formal amendment to the Contract as indicated in the Contract STANDARD TERMS AND CONDITIONS, section I, GENERAL PROVISIONS before it is deemed effective.
- C. The Attachment B-4 represents the approved expense, revenue and State Aid budget for the period indicated and is the "budget of record" approved by OASAS. The budget of record may be modified only with specific State approval. All requests for budget modifications must be on forms supplied by or approved by OASAS.
- D. Should funding become unavailable, this Contract may be suspended until funding becomes available. In such event, OASAS shall notify the Contractor immediately of learning of such unavailability of funds. However, any such suspension shall not be deemed to extend the Contract Term of this Contract beyond the end date specified on the Face Page hereof. The parties further understand that any and all amounts specified in this Contract represent the amounts which could be available if the Legislature makes appropriations in the amounts requested by the Governor or otherwise for this purpose.
- E. The total State Aid amount indicated on the Attachment B-4 may be adjusted by OASAS due to authorization of a Cost of Living Adjustment (COLA) or other funding adjustment(s) as deemed appropriate by OASAS and for which there is appropriation authority. In the event a COLA is approved and becomes law, or another adjustment is approved by OASAS which affects this Contract, a revised Attachment B-4 that reflects the adjusted amount will be issued to the Contractor by OASAS. Any proposed modification to the Contract must conform to the Contract STANDARD TERMS AND CONDITIONS, section I, GENERAL PROVISIONS.
- F. It is also understood and agreed to by the parties, that OASAS shall have the right to reduce the treatment/prevention capacity and/or funding of the Contractor and any subcontractor for underutilization or performance deficiencies in connection with the conduct of the program.
- G. All funds made available through this Contract shall be separately accounted for.
- H. Any Contractor receiving funding from OASAS for prevention services must ensure that funding is not used for construction (except for minor remodeling needed to conduct the program activities authorized under Attachment C) or for medical services, including alcohol and/or drug treatment or rehabilitation.
- I. If Contractor is a subdivision of a local government, it is prohibited from using OASAS funding herein provided for the remuneration of an employee during the time of that person's employment, who is engaged in political activities intended to interfere with, influence, or coerce an election or nomination of a candidate for any public office.

4. CONSIDERATION

- A. As consideration for the performance of this Contract, OASAS agrees to pay, and the Contractor agrees to accept as payment in full and in complete discharge of OASAS' obligation, reimbursement for up to the Net Operating Cost incurred by the Contractor in the conduct of the program pursuant to this Contract and subject to the Total OASAS State Aid amount indicated on the Attachment B, Budget for each annual budget period and for the programs indicated in the Attachment B. The Contractor agrees that it shall conform to the terms

of the approved budgets, and to all applicable provisions of the federal, State, and local laws, and customary prevailing governmental practices and standards.

- B. In the event that the program of the Contractor includes activities to be conducted through subcontracts with other public or private agencies or other separately identified program activities; the parties agree that OASAS Contract Funding Amount and the Total OASAS State Aid amounts specified as the monetary consideration for this Contract includes any amounts intended for each subcontractor, but only to the extent that the same are approved by OASAS. It is agreed to by the parties that payments pursuant to this Contract made to any subcontractor may require the submission by the Contractor of evaluative and such other data with respect to each subcontractor in a manner and form as shall be required by OASAS.
- C. In the event the approved budget includes amounts for which payments are required to be made under a Dormitory Authority of the State of New York (DASNY) loan received by the Contractor, it is understood by the parties that these amounts will be paid directly by the State to DASNY on the Contractor's behalf and pursuant to an Authorization to Withhold Payment executed by the Contractor upon receipt of the loan proceeds. Such approved amounts shall be used exclusively for the purpose of making required payments to DASNY and shall not be available to the Contractor for any other purpose.
- D. Nothing herein shall serve to increase the Contract Funding Amount on the Face Page of this Contract. The Contractor agrees that in no event shall federal or State funds provided by OASAS be used to substitute or supplant other available funds.

5. PROGRAM INCOME

- A. Any income derived from any funds provided by OASAS pursuant to this Contract shall be accounted for and applied in such manner and to such purpose as shall be provided by the approved budget for the program attached as Attachment B.
- B. Any revenue received by the Contractor or subcontractor during the term of this Agreement shall first be applied toward the total approved expenses incurred in the performance of the program.
- C. Any fees paid by or on behalf of a patient for such services, and any money contribution of such patient to the Contractor or to any subcontractor for services and activities conducted in implementing the program shall be accounted for and applied in such manner and to such purpose provided by the approved budget for the program.
- D. Any funds received by the Contractor or subcontractor for the program, including local tax levy monies, other than State reimbursement, shall be applied to reduce reimbursement by OASAS in the period in which those other funds are received.
- E. The Contractor and its subcontractors, if any, shall refer patients clearly or potentially eligible for third party payments, as soon as practicable after acceptance of such patients into the program, to the appropriate third-party payor for a determination of their eligibility for such payment. The Contractor must develop and adhere to policies and procedures for the billing and collection of patient fees in accordance with the most recent *OASAS Administrative and Fiscal Guidelines for OASAS-Funded Providers*. If the Contractor or any of their subcontractors fail, refrain, or omit to pursue all sources of revenue to which the program, its services or its patients are entitled, OASAS shall have the right to deduct from the net costs eligible for reimbursement, an amount equal to the amount of such sources of revenue that should have been collected.
- F. Nothing in this Contract shall be construed to require OASAS to increase approved State Aid funding should any anticipated revenue, including local tax levy, in support of the program operated by the Contractor be reduced or eliminated.

- G. The Contractor must ensure that funds are the “payment of last resort,” and the Contractor must make every reasonable effort to do the following to pay for these services:
1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 2. Secure from patients or clients’ payments for services in accordance with their ability to pay.

6. GENERAL PAYMENT TERMS

- A. The Contractor, to be eligible for payment, shall submit to OASAS’ designated payment office any appropriate documentation as required in the Schedule B: Payment and Reporting Schedule by agency fiscal guidelines, in a manner acceptable to OASAS. The designated payment office for OASAS is:

Financial Management and Travel Bureau
Office of Addiction Services and Supports
1450 Western Avenue
Albany, New York 12203

- B. At the sole discretion of OASAS, payment of funds shall be made by OASAS as a reimbursement of net costs up to the approved Total OASAS State Aid indicated on the Attachment B and/or an advance, provided the appropriate documentation accompanies the claim for payment, and the Contractor has submitted all required reports, including census reports, to OASAS.
- C. Billing invoices submitted to OASAS must contain all information and supporting documentation required by the Contract, OASAS, and the NYS Comptroller. The Contractor shall comply with NYS Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the NYS Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7717. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the NYS Comptroller’s electronic payment procedures, except where the Deputy Director of Contracts, Procurements and Purchasing has expressly authorized payment by paper check as set forth in Section A. General Terms and Conditions, number six, of this attachment.
- D. OASAS shall make payments and any reconciliation in accordance with the in Schedule B: Payment and Reporting Schedule. This sum shall not duplicate reimbursement from other sources for Contractor costs and services provided pursuant to this Contract.
- E. It is expressly understood that all payments to the Contractor and all payments by the Contractor to subcontractors (if any) made pursuant to this Contract are subject to audit. OASAS may directly, or through contract, audit payments pursuant to this Contract. The OSC, as well as agencies or contractors of the federal government, may also audit these payments. The Contractor and all subcontractors agree to cooperate fully in any such audit and understand that any failure to so cooperate may be considered a breach of contract and result in withholding of funding or termination of this Contract.
- F. In no event shall the procedures under this section result in any payment more than the Contract Funding Amount.
- G. In the event a new contract has not been executed by the end of the Contract term indicated on the Face Page, OASAS may at its discretion, make an optional advance payment to the Contractor in an amount not

to exceed one-quarter of the OASAS State Aid amount approved for the ending budget period. Any optional payments shall be applied by OASAS to future payments due to the Contractor for services provided during subsequent contract terms.

7. CLAIMS FOR ADVANCE PAYMENTS

- A. In the event the Contractor demonstrates to the satisfaction of OASAS that advance payments are necessary to ensure the effective implementation of the activities covered under this Contract, then OASAS in its sole discretion, shall have the authority to make the initial payment under this Contract no later than 30 days after the full approval of this Contract or 30 days after the start date. Additional advance payments may be made available also at the sole discretion of OASAS and consistent with Schedule B: Payment and Reporting Schedule.
- B. Any inconsistent provision of this Contract notwithstanding, the parties agree that, at the discretion of OASAS, ten percent (10%) of each annual budget period's advance payment may be withheld until the receipt of and approval by OASAS of the final reimbursement claim for the annual budget period.
- C. If upon completion or termination of this Contract, all advance payments have not been fully liquidated, the balance of such payments shall be deducted from any sums otherwise due or which may become due to the Contractor from OASAS, and any deficiency shall be paid by the Contractor to OASAS upon demand.
- D. OASAS reserves the right to terminate or withhold advance payments for any reason including, but not limited to, failure to file required reports in a timely manner and failure to adhere to established regulations, policies and procedures.

8. CLAIMS FOR REIMBURSEMENT PAYMENTS

- A. The Contractor shall, at a minimum, submit a final claim for the budget periods specified in Attachment B. Such claims shall be for costs incurred pursuant to the approved budget of record or any subsequently approved budget changes. Such claims shall be in the form of an expenditure and/or revenue statement submitted in a format to be identified by OASAS with due dates as required by OASAS, and as set forth in the OASAS Administrative and Fiscal Guidelines for OASAS-Funded Providers. Documentation must be maintained by the Contractor to support all expenses incurred in performance of this Contract.
- B. No claim for payment of funds under this Contract shall be submitted later than forty-five (45) days after the end of such claiming period. If due to a late submission of such a claim by the Contractor, OASAS is unable to process the same for payment before the lapsing of State appropriations governing the claiming period, then OASAS shall be deemed to have been discharged from its obligations under this Contract.
- C. It is expressly understood by the parties that the local share of public assistance payments is not to be considered as part of local tax levy or other locally appropriated funds committed to the program.
- D. If the approved budget of the Contractor includes reimbursable payments to be made by the Contractor to a related organization/party, OASAS reserves the right to withhold such reimbursement if complete and accurate information concerning such payments is not provided to OASAS.

End of Attachment D



ACDMH Street Psychiatry Program Evaluation Work Plan

The work plan below summarizes the evaluation activities to be completed by Dr. Tomoko Udo, Professor at the University at Albany College of Integrated Health Sciences.

In addition to Dr. Udo's effort, the UAlbany research team would include one (1) doctoral student. Following her evaluation work on the Albany County Crisis Official Responding and Diverting (ACCORD) and Albany Law Enforcement Assisted Diversion (LEAD) programs, Dr. Udo and her student will conduct a comprehensive evaluation of the ACDMH's Street Psychiatry program, funded by the NYS Office of Addiction Services and Supports (OASAS).

This plan accounts for both the collection and analysis of quantitative data and the collection, organization, management, and analysis of qualitative data.

1. Specific Evaluation Activities:

One (1) Program Lead, Ph.D. doctoral student (Cody Roberts): 23 hours per week (Year 1) & 12.8 hours per week (Year 2)

With guidance from Dr. Udo, the development of the evaluation plan, as well as an evaluation report, in consultation with representatives from the Albany County Department of Mental Health:

- o Meet regularly with the ACDMH [frequency to be defined]
- o Collaborate with ACDMH leadership to finalize key outcome variables and process evaluation questions
- o Lead data analysis and preparation of periodic reports, at a frequency and in a format to be determined in consultation with ACDMH
- o Assistance with the creation of the quantitative and qualitative databases to track processes, outputs and outcomes of the program
- o Prepare materials summarizing and disseminating reports
- o Assist the Program Lead and Drs. Morano & Udo with the preparation of evaluation report(s) and/or presentations
- o Complete initial data analyses with quantitative data
- o Prepare qualitative data for extraction and analyses

Principal Investigator/Evaluation Experts Dr. Tomoko Udo: 0.5 summer months (Years 1 & 2)

- o Take the lead in initial development of:
 - A program logic model
 - Program goals and objectives
 - Evaluation questions
- o Assist the ACDMH and the program lead with identification of the appropriate data source and development of data collection tools, if necessary.
- o Provide monthly [or as needed] debriefing with the ACDMH team
- o Provide expertise and interpretation of the data
- o Guide the Program Lead with preparing an evaluation plan, and any reports, as well as the dissemination of the results (e.g., peer-reviewed manuscript)

2. Deliverables

Year 1 (June 2026-December 2026)

- Taking care of compliance requirements (e.g., IRB, DUA)



UNIVERSITY AT ALBANY

State University of New York

- Developing a program logic model
- Developing an evaluation plan
- Building a database for tracking processes and outcomes
- Sharing preliminary data

Year 2 (January 2027-December 2027; pending the continuation of the fund)

- Interim reports on the performance and outcome measures (frequency and format to be determined)
- Development and implementation of qualitative interviews with the program staff
- Analysis and summary of the qualitative interviews
- Within 30 days following the receipt of the final program administrative data, we will share a final evaluation report that includes:
 - o Summary tables describing key program outputs and outcomes;
 - o Summary of challenges and benefits of the program assessed through qualitative interviews with program staff, and
 - o Recommendations for the program sustainability and expansion
- o

Contract #: 2026-1285

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DSS - Social Services A6010

Date Submitted:

Contact Person: [Margaret Skarlis]

Contact Phone: (518)447-7583

Vendor Info: Thomson Reuters

Estimated Amount: \$101,575.52

Scope of Services: CLEAR

Budget Line Item:

Fiscal Impact:
County: 25.00
State: 25.00
Federal: 50.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

ERIN M. STACHEWICZ
COMMISSIONER

TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

JENNIFER L. DEPEW
DEPUTY COMMISSIONER

July 2, 2026

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

Dear Chairwoman Cunningham:

Albany County Departments of Social Services (DSS) and Children Youth and Families (DCYF) respectfully request Contract Administration Board approval to renew a three-year agreement with Thomson Reuters/West Publishing Corporation to utilize CLEAR, an online investigative tool designed specifically for use by law enforcement and government investigators. CLEAR is utilized by DSS and DCYF to access online, public and proprietary client data to verify eligibility and obtain relevant information to support fraud and child support investigations.

CLEAR is one of only two systems (Nexus Lexus the other) offering this type of online service, is the least expensive, and continues to provide an excellent source of public and proprietary data from thousands of sources for investigative purposes. Both DSS and DCYF staff remain satisfied with CLEAR services and outcomes.

Sincerely,

Erin M. Stachewicz
Commissioner

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

Order Form

Customer	Ship To	Bill To
Account Number: 1003940657	Ship to Account Number: 1003940657	Bill to Account Number: 1003940657
Name: ALBANY COUNTY SOCIAL SERVICES DEPT	Ship to Name: ALBANY COUNTY SOCIAL SERVICES DEPT	Bill to Name: ALBANY COUNTY SOCIAL SERVICES DEPT
Address: 162 WASHINGTON AVE, ALBANY, NY, 12210-2304, US	Address: 162 WASHINGTON AVE, ALBANY, NY, 12210-2304, US	Address: 162 WASHINGTON AVE, ALBANY, NY, 12210-2304, US

Order Confirmation Contact:	NICOLE WARD
Email:	nicole.ward@albanycountyny.gov
E-billing contact:	Maggie Skarlis
E-billing contact email:	margaret.skarllis@albanycountyny.gov
Tel:	+1(518) 447-7538
VAT No:	

Parties	This Order Form is a legal document between ALBANY COUNTY SOCIAL SERVICES DEPT and West Publishing Corporation, with offices at 2900 Ames Crossing Road, Eagan, Minnesota, United States, 55121. West Publishing Corporation may be referred to as "Thomson Reuters", "we", "our", or "us". Customer will be referred to as "you", "your", "Client", or "Subscriber".
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Account Manager:	John Tripp	PO (if applicable):	
Account Manager email:	john.tripp@thomsonreuters.com	Reference Number:	ICMOrderForm_157
Quote ID:	Q-11769429	Payment Method (if applicable):	Bill to Account

1. Order Details

i. Subscription Summary

Subscriptions

Material Number	Service	Unit	Quantity	Term (in Months)	Renewal Type
41308780	CLEAR Proflex	Each	1	36	Auto Renew

ii. Subscription Billing

Subscriptions

Service	Billing Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
CLEAR Proflex	Monthly	\$2,685.00	\$2,819.25	\$2,960.21		

2. Service Terms

- i. Subscriptions.** Customer's subscription to each Service begins upon the date we process this Order Form, and the Term begins on the first day of the month following such processing. Charges will be billed in accordance with the Subscription Billing grid above, and charges will be prorated for any partial month between the date of Order Form processing and the beginning of the Term. The terms of the Agreement shall apply to any access to the Services before the beginning of the Term. Additional order details are set forth in the attachment to this Order Form.
- ii. Autorenewal.** Your subscription will automatically renew at the end of the Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the charges at least 60 days before each Automatic Renewal Term begins.
- iii. Payment Terms:** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- iv. e-billing contact:** All invoices for this account will be emailed to your e-Billing Contact unless you have notified us that you would like to be exempt from e-Billing.
- v. Governing Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.
- vi. Out-of-Plan Access and Transactional Usage.** You are responsible for any charges for accessing information or services not in your subscription plan ("Out-of-Plan Access"). For your reference, the current rates for Out-of-Plan Access are located in the link below as Schedule A. The Schedule A rates for Out-of-Plan Access may change after 30 days written or online notice. Charges for Out-of-Plan Access will be invoiced and due with your next payment. We may, at our option, make certain products and services subject to Out-of-Plan Access charges if (i) we are contractually bound or otherwise required to do so by a third-party provider, (ii) if products or services are enhanced, or (iii) if new products or services are released after the effective date of this Order Form. Modification to the scope of products or services subject to Out-of-Plan Access or the Schedule A rates is not a basis for termination under the Agreement. Transactional usage will be billed at the then-current Schedule A rates. Schedule A rates are available here: <http://legalsolutions.com/schedule-a-library-corporate>.
- vii. Diligence Process.** Due to the regulated or private nature of the data available through the Services, you may be required to satisfy diligence requirements before you are permitted to access or use the Services. The diligence process may be carried out through electronic means and/or an onsite inspection and includes, but is not limited to, verification of your business legitimacy and use case permissibility in accordance with applicable laws, rules and regulations, and Thomson Reuters policies ("Diligence Process"). Your satisfaction of the Diligence Process is in our sole discretion, and access to the Services may be subject to additional diligence reviews during the term of the Agreement. You represent and warrant that all information you provide to us for diligence purposes is accurate, and you agree to promptly notify us of any changes to that information during the term of the Agreement. If you do not satisfy the Diligence Process or any subsequent diligence review, we may immediately suspend or limit your access to the Services, and we reserve the right to terminate the Agreement following any such suspension or limitation by providing written notice to you.
- Permissible Use of Regulated Data.** Thomson Reuters is not a consumer reporting agency. You represent and warrant (i) you will only use the Services for the permitted internal business use approved by us during the Diligence Process (the "Permitted Use"); (ii) you are the only end user of the Services and the information you access through the Services; and (iii) you will strictly limit the access, use and distribution of the Services and the information you access through the Services to individuals permitted under applicable laws, rules and regulations, and the Third-Party Provider Terms. You will keep the

information you access or obtain through the Services confidential. You shall not permit any third party, including affiliated entities and subcontractors, to access the Services without our express prior written authorization. Engaging in the resale, sub-licensing, or other onward transfer of the information you access or obtain through the Services is strictly prohibited. The Services and the information you access through the Services do not constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) ("FCRA"). You may not use the Services or the information you access through the Services as a factor in consumer debt collection decisioning, establishing a customer's eligibility for credit, insurance, employment, government benefits, housing, or for any other purpose authorized under the FCRA or as a factor for taking an adverse action relating to a consumer application. If the Financial Industry Regulatory Authority (FINRA) regulations apply to you, you may use the Services to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the Services in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110. You will immediately report any misuse, abuse, or compromise of the data and agree to cooperate with any resulting inquiry or investigation. If we believe, in our sole discretion, that the data has been or may be misused, abused or compromised, we may immediately suspend or limit your access to the Services and we reserve the right to terminate the Agreement following any such suspension or limitation by providing written notice to you. You will be responsible for any misuse, abuse, or compromise of the information in the Services by you or any person or entity accessing the information from or through you.

viii. End User Restriction. You certify that the number of users accessing CLEAR data is not greater than the number of users stated herein. If you exceed the number of users set forth herein, without limitation to any other rights or remedies set forth in the Agreement, we reserve the right to adjust your subscription and the corresponding charges to reflect the appropriate tier for the current annual period and any remaining annual period(s) of the term of the Services. Additional charges for such adjustment will be reflected in subsequent invoices.

ix. CLEAR Certifications. You hereby acknowledge and agree that:

- (a) functionality of CLEAR cannot and does not limit access to non-Thomson Reuters Internet sites, and it is your responsibility to control access to the Internet;
- (b) you will provide your own firewall, proxy servers or other security technologies, as well as desktop security to limit access to the CLEAR URL and Thomson Reuters Services, and you will design, configure, and implement your own security configuration;
- (c) you will not use any data or distribute any data to a third party for use in a manner contrary to or in violation of any applicable federal, state or local law, rule or regulation or in any manner inconsistent with the Agreement;
- (d) you will only access CLEAR for administrative or internal business purposes and that all use will fully comply with the following restrictions:
 - (i) no one other than your approved employees will be provided access to or control of any terminal with access to CLEAR or CLEAR data;
 - (ii) terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access, and only non-inmates/administrative staff will access CLEAR (including work product created as part of inmates' legal representation);
 - (iii) no access will be outsourced or otherwise provided to third parties; and
 - (iv) you are solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

x. CLEAR Fixed Rate Usage: If the transactional value of your CLEAR fixed rate usage exceeds your then-current monthly charges by more than ten (10) times in any month (or by twenty (20) times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and or terminate your subscription upon ten (10) days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rates found here: <http://legalsolutions.com/schedule-a-clear>.

xi. CLEAR Subscribers via an Thomson Reuters Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows: We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the Thomson Reuters General Terms and Conditions. Except as otherwise provided in your agreement with us, CLEAR data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

3. Confirmation and Terms & Conditions

The subscription to and use of the Services and any Professional Services set out in this Order Form are governed by the terms and conditions listed below. Such terms are incorporated into this Order Form by reference. These terms apply to this Order Form notwithstanding any conflicting terms contained in or incorporated by reference into any document from, or oral statement made by, Customer.

Terms and Conditions	Service
General Terms and Conditions (tr.com/us-general-terms-and-conditions)	All Services (including professional services, if applicable)
Product Specific Terms for Legal Services with AI Functionality (https://www.tr.com/legal-services-ai-terms)	CLEAR Investigate

This offer will expire and will not be accepted after 2026-10-23 14:37:12

Customer's authorized representative agrees to the terms and conditions set forth in this Order Form to be effective as of the date executed below.	
Customer:	ALBANY COUNTY SOCIAL SERVICES DEPT
Signature:	
Name:	Margaret Skarlis
Title:	Contract Manager
Date:	



Attachment

Quote ID: Q-11769429

Contact your representative john.tripp@thomsonreuters.com with any questions.
Thank you.

ProFlex Location Details

Account Number	Account Name	Account Address
1003940657	ALBANY COUNTY SOCIAL SERVICES DEPT	162 WASHINGTON AVE,ALBANY NY, 12210-2304, US

ProFlex / Product Details

Quantity	Unit	Service Material Number	Description
1	Each	41308780	CLEAR Proflex
12	Seats	43538718	CLEAR INVESTIGATE GOVERNMENT
12	Seats	43539493	CLEAR SOCIAL MEDIA INSIGHTS SEARCH ADD
25	Alerts	41343547	CLEAR Alerting Pro Addon

Contract #: 2026-0737

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: St. Anne Institute

Estimated Amount: \$91,000

Scope of Services: Youth Bureau Services - New Beginnings Emergency Youth Shelter

Budget Line Item: A96119-44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for St. Anne Institute

DATE: July 1, 2026

The Department for Children, Youth and Families respectfully requests to amend the previously approved contract authorization with St. Anne Institute for the provision of Youth Bureau Services. The amount awarded will be put towards their New Beginnings Emergency Youth Shelter. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of \$91,000.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Amending Contract Authorization with St. Anne Institute for
the Provision of Youth Bureau Services

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

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

Previously, DCYF requested authorization to enter into one contract with St. Anne Institute in the amount of \$106,627. However, the Department is now asking for the dollar amount to be lowered, requesting authorization to enter an agreement with St. Anne Institute in the amount of \$91,000. The remaining \$15,627 will be awarded in a separate contract as stated below.

New York State has designated Albany County DCYF - Youth Bureau as the local youth bureau with responsibility for “planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth”.

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community-based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) St. Anne Institute / New Beginnings Emergency Youth Shelter - \$91,000

Independent living program - 100% state aid (NYS OCFS RHYA)

2.) St. Anne’s Outdoor Sports Facilities Renovation and Rehabilitation - \$15,627

Independent living program - 100% state aid (NYS OCFS RHYA)

The Runaway and Homeless Youth Shelter at St. Anne Institute is a residential facility specifically designed to provide temporary shelter, safety, and support for young individuals under the age of 18 who have run away from home or are experiencing homelessness.

The goal of the Runaway and Homeless Youth Shelter at St. Anne Institute is to provide a supportive and nurturing environment where young individuals can begin the process of addressing any of the issues that led to their homelessness or running away, while also helping them work towards achieving stability and a positive future.

The planned renovations to facilities will ensure that St. Anne Institute can continue to provide a safe and hospitable home for youths to enjoy and learn more about themselves.

Contract #: 2026-1185

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Albany Police Athletic League

Estimated Amount: \$50,000

Scope of Services: Youth Bureau Services - Growth Initiative

Budget Line Item: A96119-44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
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(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for Albany Police Athletic League

DATE: June 3, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Albany Police Athletic League for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of \$50,000.

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

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization with Albany Police Athletic
League for the Provision of Youth Bureau Services

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

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

New York State has designated Albany County DCYF - Youth Bureau as the local youth bureau with responsibility for “planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth”.

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community-based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) Albany Police Athletic League Growth Initiative

Fall/Winter/Spring/Summer- \$50,000.00

Independent living program - 100% state aid (NYS OCFS RHYA)

The Albany Police Athletic League’s work within the community began in 1988, with the simple goal of creating a community bond between the youth and law enforcement of Albany. Since 1988, they have cultivated strong and resilient relationships between the law enforcement community and the youngest generations of Albany.

Today, the Albany Police Athletic League (PAL) brings together kids, cops and community through a variety of after-school activities, summer camps, clubs, and sports programs. Through these partnerships, Albany PAL aims to develop strong leaders who think critically, work hard, and act compassionately. Serving approximately 2,000 Albany youth every year and continuing to grow every day.

Contract #: 2026-1187

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: 518 Elite Basketball

Estimated Amount: \$25,000

Scope of Services: Youth Bureau Services

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for 518 Elite Basketball

DATE: June 3, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with 518 Elite Basketball for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of \$25,000.

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

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization with 518 Elite Basketball for the
Provision of Youth Bureau Services

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

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

New York State has designated Albany County DCYF - Youth Bureau as the local youth bureau with responsibility for “planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth”.

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community-based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) 518 Elite Basketball- \$25,000.00

Independent living program - 100% state aid (NYS OCFS RHYA)

518 Elite Basketball provides opportunities to children and young adults looking to improve their basketball skills and allows more opportunities for growth, recognition and community in the capital area. 518 Elite gives these players the chance to travel to different areas with the hope of one day being able to play on a collegiate level.

Contract #: 2026-1153

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Helping Hands School

Estimated Amount: \$80,450

Scope of Services: Preschool Evaluation Services

Budget Line Item:

Fiscal Impact:
County: 39.00
State: 55.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for Helping Hands Preschool

DATE: June 3, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Helping Hands Preschool for the provision of Preschool Center-based Services. The requested contract term is for July 1, 2026 – June 30, 2027, in the amount of \$80,450.

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

Enclosure

Albany County Department of Children Youth and Families
Justification and Backup Material for
Contractual Agreements between Albany County and Helping Hands Preschool for
Preschool Children with Special Needs

The New York State Education Law (Section 4410) requires that the State Education Department meet the physical and educational needs of children with disabilities.

Under this law, municipalities are required to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district based Committees on Preschool Special Education (CPSE).

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with Helping Hands Preschool for the term of July 1, 2026 – June 30, 2027. The Department is seeking authorization from the County Executive and the Contract Administration Board for Helping Hands with a contractual amount that fall within their request parameters.

The rates for these providers are set by New York State based on an entity's certified financial report. These interim rates are not available to either the vendor or the County until the early fall of a given year and may change an additional two times before being officially reconciled. The contract amount for the 2026-2027 contract year assumes an increase of five (5) percent which will hopefully offset any rate increase or changes in utilization. However, in no instance will the County pay more than the State approved and authorized rate for a provider.

New York State reimburses Albany County 55% for costs incurred in the delivery of these services after backing out Medicaid reimbursement for the related services component (i.e. physical therapy, speech therapy, occupational therapy) of center based programs.

A child with special needs may be placed in an integrated class that contains children with and/or without other children with special needs. A Special Education Teacher and assistants are involved with the children throughout their educational program as well as a regular preschool or daycare teacher. A child may also be placed in a special class in which there are no more than twelve (12) children all of whom have special needs.

The Special Education teacher works directly with the child, the child's family and the child's regular teacher to help adapt an educational program to the child's needs. Some children in this model also receive related services therapies.

SEIT / Center Based

CAB Requests

7/01/2026 -

6/30/2026

[illegible]

Contract #: 2026-1303

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Information Services A1680

Date Submitted: 07/02/2026

Contact Person: [Patrick Alderson],[David Berkun],[Sue Gross]

Contact Phone: 518-447-3033,518-447-7283,518-447-5612

Vendor Info: FirstLight Fiber Inc.

Estimated Amount: 39,000.00

Scope of Services: New Internet Circuit and Static IP's - DPW - 449 New Salem Road

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

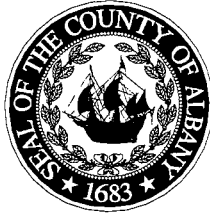
Date

For Contract Board Use:

Date Approved

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

July 2, 2026

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into a 5 year agreement with First Light Fiber for installation of a new internet circuit with a 1G x 1G Dedicated Internet Access and 5 Static IP's at 449 New Salem Road, Voorheesville, NY 12186. This will allow for faster connection speed, greater redundancy/load balancing, and positions us for being able to scale to a higher bandwidth internet service if needed in the future. Due to increasing bandwidth demands across departments (i.e., cloud-hosted web applications, proliferation of video conferencing, camera systems recording in HD, and additional sites coming online), a faster internet connection will ensure that simultaneous activities don't impact internet service quality.

This agreement will be for 60 months of service commencing when circuit is installed for an amount not to exceed \$39,000. This agreement will also include 3 three months of service to be credited on the 12th, 24th and 36th billing cycle. These services are being purchased off NYS OGS Contract PS68696. We will be using Budget Line A91680.44046 (Fees for Services) and the Fiscal Impact will be 100% County Share. Thank you in advance for your consideration of this request. Should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson
Patrick Alderson



Service Order

Opportunity ID: 130722
Order Date: 07/01/2026
Requested Service Date: 09/30/2026

Customer: Albany County NY
Billing Address: 112 State Street
Albany, NY 12207
Account #: 9524016
Purchase Order:

Order Type: New Service
Business Case: 2026-20970
Term: 60 months
Existing MRC: \$0.00

Account Executive: Steven Schmitt
Email: sschmitt@firstlight.net
Phone: (518) 694-8715
Sales Engineer: Lloyd LeBlanc

Primary Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Billing Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Technical Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

SERVICE ADDRESS: 449 NEW SALEM RD, VOORHEESVILLE, NY 12186-4826, 1st floor Off Net

Group	Product	Product Code	QTY	Monthly Recurring Charge	Non-Recurring Charge	Rate	Total Monthly Recurring Charge	Total Non-Recurring Charge
Core Network Services								
Dedicated Internet Access	1G x 1G Internet	INT1000	1	\$633.00	\$0.00		\$633.00	\$0.00
	Burstable	No						
	Class of Service	Business Class						
	Protection	Single Path - Single Entrance						
	Service Profile	Not Applicable						
	Service Type	Internet (Symmetrical)						
	Z Address Extend DMARC	Yes						
	Z Address Extend DMARC Text	n/a						
	Z Address Handoff Type	Fiber Channel: 10G (SMF, 1310nm)						
IP Addresses - IP Justification Form Not Required	Static IP Block - Quantity 5 (/29)	STATIC05	1	\$17.00	\$0.00		\$17.00	\$0.00
Group Total:							\$650.00	\$0.00
Service Address Total:							\$650.00	\$0.00

Service Order Total Monthly Recurring Charge: \$650.00				Service Order Total Non-Recurring Charge: \$0.00				
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NOTES

Installation of a new 1G DIA circuit with a /29 Static IP block. Circuit should be installed at the basement demarcation of FirstLight where the SIP service terminates.

Coordinate the install with the customer.

Three free months of service credited it on the 12th, 24th and 36th bill cycle.

NYS contract terms and conditions shall apply. NYS Contract PS68696.

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and initialing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions and associated Service Schedules, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and FirstLight or its affiliates* have an existing Master form of contract for the type of service ordered, that master form of contract shall supersede FirstLight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out if you do not want your CPNI data used by FirstLight for marketing purposes. Visit www.firstlight.net/CPNI to learn more or to inform FirstLight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, Prinelink and Best Web. FirstLight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research, ("KINBER").

12 Metro Park Road
Albany, NY 12205
www.firstlight.net

CONFIDENTIAL

Phone: 800-461-4863
Fax: 518-598-0935
Page 1 of 6

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by FirstLight, this Service Order constitutes the valid and binding obligations of FirstLight and Customer, enforceable against each FirstLight and Customer in accordance with its terms.

Security Incidents. Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facility compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Albany County NY

FirstLight Fiber, Inc

Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Service Schedule C - FirstLight Internet Services

1. **Applicability.** This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight Internet Services.
2. **Service Description.** FirstLight Internet Service is a dedicated Internet port and specified bandwidth for the transmission of data to and from the Internet. Service is provided by FirstLight from a specific Customer location, to the Internet port and then to the interface between the FirstLight Network and the Internet.
3. **Installation of FirstLight Internet Service.** FirstLight will exercise commercially reasonable efforts to install Internet Service on or before the Customer Commit Date. The actual installation date may be affected by Service Orders that contain incorrect or incomplete information supplied by Customer or Service Orders that are changed at Customer's request after submission and acceptance by FirstLight.

4. Bandwidth Measurement.

- A. **Burstable Maximums:** Available at 3 x CIR (committed information rate) or up to the provisioned port speed or a max of 10 Gbps, whichever is lower.
 - i. For example: (a) Customer has a 30Mbps service (CIR) on a 100Mbps port, and Customer can burst up to 90Mbps; (b) Customer has purchased a 50Mbps service (CIR) and is on a 100Mbps port. Customer can burst up to 100Mbps; (c) Customer has a 5Gbps service (CIR) on a 10Gbps port, the max is 10Gbps so no bursting beyond the 10Gbps.
 - ii. Customer is not guaranteed the bandwidth beyond what they purchased as a base service.
- B. **Measurement:** When Customer purchases FirstLight Internet Service that is a burstable service, bandwidth usage will be calculated by FirstLight using the 95th percentile of samplings taken at five (5) minute intervals on a monthly basis. Samples are taken by FirstLight via SNMP from the FirstLight switch or router port the Customer is directly connected to and the results are the greater of input or output bits per second. The 95th percentile is determined by sorting the sample data from the smallest to the largest and discarding the top 5%, with the remaining largest sample designated as the 95th percentile.
- C. **Billing:** If after measurement it is determined that Customer did burst beyond their base service, Customer will pay the Mbps effective base service rate multiplied by two for each additional Mbps beyond their CIR.
 - a) For example, a customer with 100Mbps service paying a base rate of \$825 per month pays effectively \$8.25 per Mbps, multiply this rate by two for the burstable Mbps rate. As a result, if Customer were to burst to 150Mbps, Customer would pay 50 x \$16.50 that month (additional).

5. Service Levels.

- A. **Connection Availability Service Level for FirstLight Internet Service.** The Connection Availability Service Level for FirstLight IP Service is 99.99%. In the event that the FirstLight provided connection becomes unavailable as a result of FirstLight's fault, error, or omission, and for reasons other than an Excused Outage, Customer will be entitled to a service credit for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the table below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

Cumulative Unavailability
(in hrs:mins:secs)**Service Level Credit**

00:00:01 – 00:05:00	No Credit
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

For purposes of this section, unavailability means the total inability to transmit or receive packets.

B. Network Latency Service Level.

- i. The monthly average Network Latency for packets carried over the FirstLight Network on a one-way trip basis from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port, up to the interface between the FirstLight Network and the transit carrier or peered end point as applicable is 10 milliseconds for all fiber based, on-net Internet Services.
- ii. After being notified by Customer of Network Latency in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if an excess Network Latency exists, identify the source of the excess Network Latency and take corrective action to the extent that the source of the excess Network Latency is on the FirstLight Network.
- iii. If FirstLight fails to remedy such Network Latency within four (4) hours of being notified of excess Network Latency on the FirstLight Network, Customer will receive, at Customer's written request, a service credit equivalent to the period of time from when the Customer notifies FirstLight until the Network Latency is at or below 20 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

a) Jitter Service Level. The Jitter Service Level is 5 milliseconds from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port up to the interface between the FirstLight Network and the Internet.

1. After being notified by Customer of Jitter in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if excess Jitter exists, identify the source of any excess Jitter, and take corrective action to the extent the source of the excess Jitter is on the FirstLight Network.
2. If FirstLight fails to remedy such Network Jitter within four (4) hours of being notified of any excess Network Jitter Customer will receive, at Customer's written request, a service credit equivalent to the period of the time from when the Customer notifies FirstLight until the Jitter is at or below 5 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

b) Packet Delivery Guarantee. The FirstLight Network has an average monthly Packet Loss no greater than 0.01% (or successful delivery of 99.99% of packets).

1. Packet Loss is defined as the percentage of packets that are not successfully transmitted between two adjacent network ports between customer's service demarc to the interface between the FirstLight Network and the transit carrier or peered end point as applicable. FirstLight continuously monitors this aggregate packet loss and compiles the collected data into a monthly average measurement for the FirstLight Network.
2. After being notified by Customer of Packet Loss in excess of 0.01%, FirstLight will use commercially reasonable efforts to determine if excess Packet Loss exists, identify the source of any excess Packet Loss, and take corrective action to the extent the source of the excess Packet Loss is on the FirstLight Network.
3. If FirstLight fails to remedy such excess Packet Loss within four (4) hours of being notified of any excess Packet Loss on the FirstLight Network and average Packet Loss for the preceding 30 days exceeds 0.01%, Customer will receive, at Customer's written request, a service credit equivalent to the period of time when the Customer notifies FirstLight until the average Packet Loss is less than 0.01% continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

c) Internet Services – Service Level Criteria Table

Availability	Latency (One Way)	Jitter	Packet Loss
99.99% (One-way Trip Basis)	<10 milliseconds	<5 milliseconds	<.01%

- 6. Specified Service, Term and Pricing.** FirstLight shall provide term length and pricing for FirstLight Internet Service in its Service Order. All Service Orders shall be signed by both parties prior to provisioning.
- 7. Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the FirstLight Internet Service to the FirstLight Acceptable Use Policy (set forth on FirstLight's website at www.firstlight.net), as updated from time to time and incorporated (including any updates) herein by reference.
- 8. Address Space.** FirstLight will assign Internet addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by FirstLight may only be used while a FirstLight customer. If Customer has a valid address allocation from ARIN, RIPE, or APNIC, Customer may request FirstLight to announce it via BGP.
- 9. Resale.** In the event Customer resells FirstLight Internet Service (a) Customer remains responsible to FirstLight for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, (b) notwithstanding any provision in the Agreement, Customer shall indemnify FirstLight for any and all third party claims arising out of or related to such third party usage and (c) Customer agrees to include and shall include terms and conditions within any contract to resell that are substantially similar to the terms and conditions herein and no less restrictive as to such third party. Upon the expiration or termination of this Agreement, neither Customer nor any third-party resale customer of Customer shall have any rights to use the FirstLight Internet Service. Notwithstanding the foregoing, FirstLight is not liable to any third party resale customer of Customer for any claims, losses or damages of any type or nature, (including but not limited to indirect, special, punitive, exemplary or consequential damages) resulting from such third party's use of the Service, and FirstLight shall have no obligations whatsoever to such third party customer of Customer, including but limited to Outage Credits, repairs, troubleshooting, or otherwise.
- 10. Disclaimer of Third-Party Actions and Control.** FirstLight does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends on the performance of Internet services provided or controlled by third parties. Actions or inactions caused by third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. FirstLight has no control over such situations and cannot guarantee that such situations will not occur and, accordingly, FirstLight disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, FirstLight shall have the right to immediately suspend the Service.
- 11. FilteredNet Service.**
- A. FilteredNet is intended to be part of a solution that conforms to the guidelines set forth in the Children's Internet Protection Act (CIPA). It is ultimately the responsibility of the customer to ensure that CIPA guidelines are followed. Customer shall indemnify FirstLight for any and all claims related to CIPA that arise from the Customer's use of FilteredNet.
- B. FilteredNet includes a device that is located on the customer's premises as part of the overall solution. The device is owned and maintained by FirstLight and is the responsibility of FirstLight to replace if required. Some customers may request to make changes to the software or hardware on this device. Please be advised that FirstLight's responsibility to supply a working device is void as to defects caused by the Customer's actions (or failure to act), the acts of others, or events beyond the control of FirstLight or its partners.
- 12. DNS Filtering Service.**
- A. FirstLight DNS Filtering Service, powered by an industry-leading FirstLight Fiber partner, is a cloud-based security platform at the DNS (domain name system) layer that provides the first line of defense against threats on the Internet by blocking requests to malicious destinations (domains, URLs) before a connection is established. It provides

protection against threats over all ports and protocols, and can protect Internet access across all network devices, office locations, and roaming users.

- B. FirstLight DNS Filtering Service is a best-effort type of service and cannot guarantee that all unwanted traffic will be filtered as expected. FirstLight shall not be responsible for any failure of FirstLight DNS Filtering Service resulting from Customer's misuse or configuration. The customer is responsible for all post-handoff configuration and FirstLight disclaims all responsibility for errors that may allow unwanted web traffic to enter the customer's network. Filtering protection is allocated and applicable only to the contracted public IP addresses.
- C. FirstLight agrees to provide tier one support of the DNS filtering Service for non-functioning services and guidance on how-to configuration steps. Upon delivery of the service, any changes to configuration are the responsibility of the customer administrator. Customer also agrees to utilize the 1-hour training/onboarding support within 30 days of service turn-up and will forfeit onboarding offer after 30 days has transpired.

Contract #: 2026-1304

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Information Services A1680

Date Submitted: 07/02/2026

Contact Person: [Patrick Alderson],[David Berkun],[Sue Gross]

Contact Phone: 518-447-3033,518-447-7283,518-447-5612

Vendor Info: FirstLight Fiber Inc.

Estimated Amount: 39,000.00

Scope of Services: New Internet Circuit with 5 Static IP's - 420 Western Avenue

Budget Line Item: A91680.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____ Daniel P. McCoy Albany County Executive	_____ Bruce A. Hidley Albany County Clerk	_____ Joanne Cunningham, Chairwoman Albany County Legislature
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DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

July 2, 2026

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into a 5 year agreement with First Light Fiber for installation of a new internet circuit with a 1G x 1G Dedicated Internet Access and 5 Static IP's at 420 Western Avenue, Albany, NY 12203. This will allow for faster connection speed, greater redundancy/load balancing, and positions us for being able to scale to a higher bandwidth internet service if needed in the future. Due to increasing bandwidth demands across departments (i.e., cloud-hosted web applications, proliferation of video conferencing, camera systems recording in HD, and additional sites coming online), a faster internet connection will ensure that simultaneous activities don't impact internet service quality.

This agreement will be for 60 months of service commencing when circuit is installed for an amount not to exceed \$39,000. This agreement will also include 3 three months of service to be credited on the 12th, 24th and 36th billing cycle. These services are being purchased off NYS OGS Contract PS68696. We will be using Budget Line A91680.44046 (Fees for Services) and the Fiscal Impact will be 100% County Share. Thank you in advance for your consideration of this request. Should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson
Patrick Alderson



Service Order

Opportunity ID: 128991
Order Date: 07/01/2026
Requested Service Date: 09/30/2026

Customer: Albany County NY
Billing Address: 112 State Street
Albany, NY 12207
Account #: 9524016
Purchase Order:

Order Type: New Service
Business Case: 2026-20970
Term: 60 months
Existing MRC: \$0.00

Account Executive: Steven Schmitt
Email: sschmitt@firstlight.net
Phone: (518) 694-8715
Sales Engineer: Lloyd LeBlanc

Primary Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Billing Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Technical Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

SERVICE ADDRESS: 420 WESTERN AVE, ALBANY, NY 12203-1400, 1st floor On Net

Group	Product	Product Code	QTY	Monthly Recurring Charge	Non-Recurring Charge	Rate	Total Monthly Recurring Charge	Total Non- Recurring Charge
Core Network Services								
	Dedicated Internet Access	1G x 1G Internet						
	Burstable	No	1	\$633.00	\$0.00		\$633.00	\$0.00
	Class of Service	Business Class						
	Protection	Single Path - Single Entrance						
	Service Profile	Not Applicable						
	Service Type	Internet (Symmetrical)						
	Z Address Extend DMARC	Yes						
	Z Address Extend DMARC Text	n/a						
	Z Address Handoff Type	Fiber Channel: 10G (SMF, 1310nm)						
IP Addresses - IP Justification Form Not Required	Static IP Block - Quantity 5 (/29)	STATIC05	1	\$17.00	\$0.00		\$17.00	\$0.00
Group Total:							\$650.00	\$0.00
Service Address Total:							\$650.00	\$0.00

Service Order Total Monthly Recurring Charge: \$650.00				Service Order Total Non-Recurring Charge: \$0.00				
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NOTES

Installation of a new 1G DIA circuit with a /29 Static IP block. Circuit should be installed on the 2nd floor demarcation of FirstLight where the Dark Fiber service terminates.

Coordinate the install with the customer.

Three free months of service credited it on the 12th, 24th and 36th bill cycle.

NYS contract terms and conditions shall apply. NYS Contract PS68696.

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and initialing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions and associated Service Schedules, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and FirstLight or its affiliates* have an existing Master form of contract for the type of service ordered, that master form of contract shall supersede FirstLight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out if you do not want your CPNI data used by FirstLight for marketing purposes. Visit www.firstlight.net/CPNI to learn more or to inform FirstLight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, PrimeLink and Best Web. First Light may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research. ("KINBER").

12 Metro Park Road
Albany, NY 12205
www.firstlight.net

CONFIDENTIAL

Phone: 800-461-4863
Fax: 518-598-0935
Page 1 of 6

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by FirstLight, this Service Order constitutes the valid and binding obligations of FirstLight and Customer, enforceable against each FirstLight and Customer in accordance with its terms.

Security Incidents. Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facility compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Albany County NY

FirstLight Fiber, Inc

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Service Schedule C - FirstLight Internet Services

- 1. Applicability.** This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight Internet Services.
- 2. Service Description.** FirstLight Internet Service is a dedicated Internet port and specified bandwidth for the transmission of data to and from the Internet. Service is provided by FirstLight from a specific Customer location, to the Internet port and then to the interface between the FirstLight Network and the Internet.
- 3. Installation of FirstLight Internet Service.** FirstLight will exercise commercially reasonable efforts to install Internet Service on or before the Customer Commit Date. The actual installation date may be affected by Service Orders that contain incorrect or incomplete information supplied by Customer or Service Orders that are changed at Customer's request after submission and acceptance by FirstLight.

4. Bandwidth Measurement.

- A. Burstable Maximums: Available at 3 x CIR (committed information rate) or up to the provisioned port speed or a max of 10 Gbps, whichever is lower.
- i. For example: (a) Customer has a 30Mbps service (CIR) on a 100Mbps port, and Customer can burst up to 90Mbps; (b) Customer has purchased a 50Mbps service (CIR) and is on a 100Mbps port. Customer can burst up to 100Mbps; (c) Customer has a 5Gbps service (CIR) on a 10Gbps port, the max is 10Gbps so no bursting beyond the 10Gbps.
- ii. Customer is not guaranteed the bandwidth beyond what they purchased as a base service.
- B. Measurement: When Customer purchases FirstLight Internet Service that is a burstable service, bandwidth usage will be calculated by FirstLight using the 95th percentile of samplings taken at five (5) minute intervals on a monthly basis. Samples are taken by FirstLight via SNMP from the FirstLight switch or router port the Customer is directly connected to and the results are the greater of input or output bits per second. The 95th percentile is determined by sorting the sample data from the smallest to the largest and discarding the top 5%, with the remaining largest sample designated as the 95th percentile.
- C. Billing: If after measurement it is determined that Customer did burst beyond their base service, Customer will pay the Mbps effective base service rate multiplied by two for each additional Mbps beyond their CIR.
- a) For example, a customer with 100Mbps service paying a base rate of \$825 per month pays effectively \$8.25 per Mbps, multiply this rate by two for the burstable Mbps rate. As a result, if Customer were to burst to 150Mbps, Customer would pay 50 x \$16.50 that month (additional).

5. Service Levels.

- A. **Connection Availability Service Level for FirstLight Internet Service.** The Connection Availability Service Level for FirstLight IP Service is 99.99%. In the event that the FirstLight provided connection becomes unavailable as a result of FirstLight's fault, error, or omission, and for reasons other than an Excused Outage, Customer will be entitled to a service credit for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the table below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

Cumulative Unavailability
(in hrs:mins:secs)

Service Level Credit
00:00:01 – 00:05:00 No Credit
00:05:01 – 00:45:00 5%
00:45:01 – 04:00:00 10%
04:00:01 – 08:00:00 20%
08:00:01 – 12:00:00 30%
12:00:01 – 16:00:00 40%
16:00:01 – 24:00:00 50%
24:00:01 or greater 100%

For purposes of this section, unavailability means the total inability to transmit or receive packets.

B. **Network Latency Service Level.**

- i. The monthly average Network Latency for packets carried over the FirstLight Network on a one-way trip basis from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port, up to the interface between the FirstLight Network and the transit carrier or peered end point as applicable is 10 milliseconds for all fiber based, on-net Internet Services.
- ii. After being notified by Customer of Network Latency in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if an excess Network Latency exists, identify the source of the excess Network Latency and take corrective action to the extent that the source of the excess Network Latency is on the FirstLight Network.
- iii. If FirstLight fails to remedy such Network Latency within four (4) hours of being notified of excess Network Latency on the FirstLight Network, Customer will receive, at Customer's written request, a service credit equivalent to the period of time from when the Customer notifies FirstLight until the Network Latency is at or below 20 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

a) **Jitter Service Level.** The Jitter Service Level is 5 milliseconds from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port up to the interface between the FirstLight Network and the Internet.

1. After being notified by Customer of Jitter in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if excess Jitter exists, identify the source of any excess Jitter, and take corrective action to the extent the source of the excess Jitter is on the FirstLight Network.
2. If FirstLight fails to remedy such Network Jitter within four (4) hours of being notified of any excess Network Jitter Customer will receive, at Customer's written request, a service credit equivalent to the period of time from when the Customer notifies FirstLight until the Jitter is at or below 5 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

b) **Packet Delivery Guarantee.** The FirstLight Network has an average monthly Packet Loss no greater than 0.01% (or successful delivery of 99.99% of packets).

1. Packet Loss is defined as the percentage of packets that are not successfully transmitted between two adjacent network ports between customer's service demarc to the interface between the FirstLight Network and the transit carrier or peered end point as applicable. FirstLight continuously monitors this aggregate packet loss and compiles the collected data into a monthly average measurement for the FirstLight Network.
2. After being notified by Customer of Packet Loss in excess of 0.01%, FirstLight will use commercially reasonable efforts to determine if excess Packet Loss exists, identify the source of any excess Packet Loss, and take corrective action to the extent the source of the excess Packet Loss is on the FirstLight Network.
3. If FirstLight fails to remedy such excess Packet Loss within four (4) hours of being notified of any excess Packet Loss on the FirstLight Network and average Packet Loss for the preceding 30 days exceeds 0.01%, Customer will receive, at Customer's written request, a service credit equivalent to the period of time when the Customer notifies FirstLight until the average Packet Loss is less than 0.01% continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

c) Internet Services – Service Level Criteria Table

Availability	Latency (One Way)	Jitter	Packet Loss
99.99% (One-way Trip Basis)	<10 milliseconds	<5 milliseconds	<.01%

- 6. Specified Service, Term and Pricing.** FirstLight shall provide term length and pricing for FirstLight Internet Service in its Service Order. All Service Orders shall be signed by both parties prior to provisioning.
- 7. Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the FirstLight Internet Service to the FirstLight Acceptable Use Policy (set forth on FirstLight's website at www.firstlight.net), as updated from time to time and incorporated (including any updates) herein by reference.
- 8. Address Space.** FirstLight will assign Internet addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by FirstLight may only be used while a FirstLight customer. If Customer has a valid address allocation from ARIN, RIPE, or APNIC, Customer may request FirstLight to announce it via BGP.
- 9. Resale.** In the event Customer resells FirstLight Internet Service (a) Customer remains responsible to FirstLight for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, (b) notwithstanding any provision in the Agreement, Customer shall indemnify FirstLight for any and all third party claims arising out of or related to such third party usage and (c) Customer agrees to include and shall include terms and conditions within any contract to resell that are substantially similar to the terms and conditions herein and no less restrictive as to such third party. Upon the expiration or termination of this Agreement, neither Customer nor any third-party resale customer of Customer shall have any rights to use the FirstLight Internet Service. Notwithstanding the foregoing, FirstLight is not liable to any third party resale customer of Customer for any claims, losses or damages of any type or nature, (including but not limited to indirect, special, punitive, exemplary or consequential damages) resulting from such third party's use of the Service, and FirstLight shall have no obligations whatsoever to such third party customer of Customer, including but limited to Outage Credits, repairs, troubleshooting, or otherwise.
- 10. Disclaimer of Third-Party Actions and Control.** FirstLight does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends on the performance of Internet services provided or controlled by third parties. Actions or inactions caused by third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. FirstLight has no control over such situations and cannot guarantee that such situations will not occur and, accordingly, FirstLight disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, FirstLight shall have the right to immediately suspend the Service.
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- A. FilteredNet is intended to be part of a solution that conforms to the guidelines set forth in the Children's Internet Protection Act (CIPA). It is ultimately the responsibility of the customer to ensure that CIPA guidelines are followed. Customer shall indemnify FirstLight for any and all claims related to CIPA that arise from the Customer's use of FilteredNet.
- B. FilteredNet includes a device that is located on the customer's premises as part of the overall solution. The device is owned and maintained by FirstLight and is the responsibility of FirstLight to replace if required. Some customers may request to make changes to the software or hardware on this device. Please be advised that FirstLight's responsibility to supply a working device is void as to defects caused by the Customer's actions (or failure to act), the acts of others, or events beyond the control of FirstLight or its partners.
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- A. FirstLight DNS Filtering Service, powered by an industry-leading FirstLight Fiber partner, is a cloud-based security platform at the DNS (domain name system) layer that provides the first line of defense against threats on the Internet by blocking requests to malicious destinations (domains, URLs) before a connection is established. It provides

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- C. FirstLight agrees to provide tier one support of the DNS filtering Service for non-functioning services and guidance on how-to configuration steps. Upon delivery of the service, any changes to configuration are the responsibility of the customer administrator. Customer also agrees to utilize the 1-hour training/onboarding support within 30 days of service turn-up and will forfeit onboarding offer after 30 days has transpired.

Contract #: 2026-1196

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Building Services A1620

Date Submitted: 06/04/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

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

Estimated Amount: 46,586.14

Scope of Services: NYSID Window Cleaning - DGS

Budget Line Item: 1620-4046

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

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 4, 2026

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

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

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

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

Pursuant to their proposal, General Services requests authorization of a contract with New York State Industries for the Disabled, Inc. for \$46,586.14.

As a Preferred Source Vendor under the New York State Finance Law 162, DGS requested a proposal from New York State Industries for the Disabled, Inc. for window cleaning services for the following five DGS managed facilities.

Alb. Co. Office Building, 112 State Street, Albany, NY 12207
Alb. Co. Mercantile Building, 60 South Pearl Street, Albany, NY 12207
Alb. Co. Health Dept/Mental Health Dept., 175 Green Street, Albany, NY 12202
Alb. Co. Mental Health Dept/CAC/Board of Elections, 224 - 260 South Pearl Street, Albany, NY 12202
Alb. Co. Hall of Records, 95 Tivoli Street, Albany, NY 12207

The projected term will be August 1, 2026, through July 31, 2027

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent
From: David M. Latina, Commissioner
Date: June 4, 2026
Re: DGS Window Cleaning

As a Preferred Source Vendor under the New York State Finance Law 162, DGS requested a proposal from New York State Industries for the Disabled, Inc. for window cleaning services for the following five DGS managed facilities.

Alb. Co. Office Building, 112 State Street, Albany, NY 12207
Alb. Co. Mercantile Building, 60 South Pearl Street, Albany, NY 12207
Alb. Co. Health Dept/Mental Health Dept., 175 Green Street, Albany, NY 12202
Alb. Co. Mental Health Dept/CAC/Board of Elections, 224 - 260 South Pearl Street, Albany, NY 12202
Alb. Co. Hall of Records, 95 Tivoli Street, Albany, NY 12207

I recommend accepting their proposal of \$46,586.14 for the five facilities.

The projected term will be August 1, 2026, through July 31, 2027

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department of General Services

FROM: Pamela O Neill
Purchasing Agent

DATE: June 11, 2026

RE: DGS Window Cleaning

I am in receipt of your recommendation to award the aforementioned to New York State Industries for the Disabled, Inc. in the amount of \$46,586.14. For window cleaning services for the three court facilities.

Alb. Co. Office Building, 112 State Street, Albany, NY 12207
Alb. Co. Mercantile Building, 60 South Pearl Street, Albany, NY 12207
Alb. Co. Health Dept/Mental Health Dept., 175 Green Street, Albany, NY 12202
Alb. Co. Mental Health Dept/CAC/Board of Elections, 224 - 260 South Pearl Street, Albany, NY 12202
Alb. Co. Hall of Records, 95 Tivoli Street, Albany, NY 12207

The projected term will be August 1, 2026, through July 31, 2027

As New York State Industries for the Disabled, Inc. is a Preferred Source Vendor under the New York State Finance Law 162, I concur with your recommendation.

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



Request for Price Concurrence

Date Sent: April 29, 2026
Contracting Agency: Albany County Department of General Services
Customer Contact: Thomas A. Stover
Job Title: Special Assistant to the Commissioner
Street Address: 112 State Street
City, State Zip: Albany, NY 12207
Phone: 518-447-3020 Fax# _____ Email: thomas.stover@albanycounty.gov

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: RSS
Corporate Partner: Janitronics
Service: Window Cleaning, Inside and Outside, 1x per year for each location
Location: Please see list below:

Proposed Price:

1. Albany County Office Building, Outside, \$11,780.18
2. Albany County Office Building, Inside, \$8,405.96
3. Albany County Probation, Outside, \$5,611.25
4. Albany County Probation, Inside, \$3,193.95
5. Albany Co. Health Dep/ Mental Health, Inside and Out, \$2,931.50
6. Alb Co. Mental Health/ CAC/ Board of Elections, Inside and Out, \$503.35
7. Albany County Hall of Records, Inside and Out, \$158.03
8. Dept of Social Services, Outside, \$7,335.16
9. Dept of Social Services, Inside, \$6,666.76

TOTAL: \$46,586.14

Proposed Term: One Year from Contract Approval

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.

All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Window Cleaning at 9 locations listed above, 1x per year.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Ethan Durham
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: edurham@nysid.org
Phone: 518-694-0255
Ext.: 255
Fax:

NYSID Account Representative

Authorized Signature:
Printed Name:
Job Title:
Date:

Thomas A. Stover
Thomas A. Stover
Spec. Asst.
6/4/26

WINDOW WASHING SERVICES GENERAL SCOPE OF SERVICES

The scope of this contract is for the Contractor to wash windows inside and outside at various Albany County Facilities.

All bidding contractors should conduct a site visit by contacting the Building Superintendent listed for each group of facilities.

Where scaffolding or mechanical lifts are needed at any facility to access the windows, it shall be the responsibility of the Contractor to provide such equipment.

Various windows on the South facing facade of the Albany County Court House may be inaccessible due to landscaping restrictions. Contractors should identify and label windows that are believed to be inaccessible.

A. GENERAL REQUIREMENTS:

1. A service representative is to check with the Building Superintendent prior to reporting to the building for scheduling purposes.
2. Service Technicians are to sign in with the Facility Manager to gain access to specific areas and ensure minimal disruption to daily operations.
3. Service Technicians are to sign out with the Facility Manager and ensure all accessed areas and equipment are secured.
4. The work will be progressed in such a manner as to interfere as little as possible with the functioning of Albany County's Facilities and with the safety and convenience of its personnel and the general public.
5. All windows physically opened for cleaning must be closed and secured after cleaning.
6. In performing the work called for by these specifications, the Contractor will require its employees to use the equipment and safety devices that are required by Section 202 of the Labor Law and by Section 21 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, entitled "Protection of Persons Employed at Window Cleaning - Structural Requirements, Equipment and Procedures," issued by the Industrial Board of Appeals, New York State Department of Labor, Empire State Plaza, Albany, NY 12223.
7. Only trained technicians will be permitted to complete these services.
8. Albany County reserves the right to reject and bar from any County facility, any employee hired by the Contractor.
9. The Contractor will use every precaution to prevent damage to the buildings, roads, curbs, walks, pipes, poles and all other structure above and below the ground that are adjoining or included in the area under the contract. The Contractor will repair or replace, at its own expense, any County owned property and Albany County employee's personal property damaged or destroyed by its forces.
10. It is the Contractor's responsibility to maintain equipment and materials provided for the work consistent with applicable safety and health codes.
11. The Contractor shall complete each phase of work at a site before moving its crew to another location.
12. Albany County will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
13. Contractor is responsible for obtaining any traffic or sidewalk permits

B. ACCEPTANCE OF WORK:

1. Work will be accepted by Albany County and paid for, after each facility is completed in its entirety.
2. Upon completion of work, the Contractor and Albany County personnel will conduct a joint inspection. Window cleaning will be accepted only if it meets the following criteria:
 - a. Each window has been cleaned in its entirety.
 - b. Each window is entirely free of spots, streaks, rust, stains or other matter with the exception of discolorations and staining due to broken thermal seals.
3. Albany County reserves the right to add or remove any building from the contract at any time during the term of the bid.

Buildings to be cleaned Once Per Year - June.

*****All exterior windows and doors cleaned inside and outside once per year*****

A. Albany County Office Building

- On-Site Contact: Thomas Stover 518-447-3020

112 State Street, Albany, NY 12207

(Thirteen story building with partially exposed basement. Exterior of windows accessible from interior.)

B. Albany County Probation

- On-Site Contact: Thomas Stover 518-447-3020

60 South Pearl Street, Albany, NY 12207

(Four story building. Exterior of windows accessible from exterior only.)

C. Alb. Co. Health Dept/Mental Health Dept.

- On-Site Contact: Thomas Stover 518-447-3020

175 Green Street, Albany, NY 12202

(Two story building. Exterior of windows accessible from exterior only.)

D. Albany County Mental Health Dept/CAC/Board of Elections

- On-Site Contact: Thomas Stover 518-447-3020

224 - 260 South Pearl Street, Albany, NY 12202

(Two story building. Exterior of windows accessible from exterior only.)

E. Albany County Hall of Records

- On-Site Contact: Thomas Stover 518-447-3020

95 Tivoli Street, Albany, NY 12207

(One story building. Exterior of windows accessible from exterior only.)

F. Albany County Department of Social Services

- On Site Contact: Thomas Stover 518-447-3020

162 Washington Avenue, Albany, NY 12210

Contract #: 2026-1200

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Building Services A1620

Date Submitted: 06/04/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

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

Estimated Amount: 77,106.98

Scope of Services: NYSID Window Cleaning - OCA

Budget Line Item: 1164-4046

Fiscal Impact:

County: 37.00

State: 63.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 4, 2026

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

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

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

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

Pursuant to their proposal, General Services requests authorization of a contract with New York State Industries for the Disabled, Inc. for \$77,106.98.

As a Preferred Source Vendor under the New York State Finance Law 162, DGS requested a proposal from New York State Industries for the Disabled, Inc. for window cleaning services for the following three court facilities.

Family Court located at 30 Clinton Ave. Albany NY 12207
Judicial Center located at 6 Lodge St. Albany NY 12207
Court House located at 16 Eagle St. Albany NY 12207

This contract will provide two cleanings of the interior and exterior windows during the one-year term.

These services are included in the Office of Court Administration's maintenance and cleaning contract with Albany County.

The projected term will be August 1, 2026, through July 31, 2027

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent
From: David M. Latina, Commissioner
Date: June 4, 2026
Re: OCA Window Cleaning

As a Preferred Source Vendor under the New York State Finance Law 162, DGS requested a proposal from New York State Industries for the Disabled, Inc. for window cleaning services for the three court facilities.

Family Court located at 30 Clinton Ave. Albany NY 12207
Judicial Center located at 6 Lodge St. Albany NY 12207
Court House located at 16 Eagle St. Albany NY 12207.

I recommend accepting their proposal of \$77,106.98 for the three facilities.

The projected term will be August 1, 2026, through July 31, 2027

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department of General Services

FROM: Pamela O Neill
Purchasing Agent

DATE: June 11, 2026

RE: OCA Window Cleaning

I am in receipt of your recommendation to award the aforementioned to New York State Industries for the Disabled, Inc. in the amount of \$77,106.98. For window cleaning services for the three court facilities.

Family Court located at 30 Clinton Ave. Albany NY 12207
Judicial Center located at 6 Lodge St. Albany NY 12207
Court House located at 16 Eagle St. Albany NY 12207.

The projected term will be August 1, 2026, through July 31, 2027

As New York State Industries for the Disabled, Inc. is a Preferred Source Vendor under the New York State Finance Law 162, I concur with your recommendation.

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



Request for Price Concurrence

Date Sent: April 29, 2026
Contracting Agency: Albany County Department of General Services
Customer Contact: Thomas A. Stover
Job Title: Special Assistant to the Commissioner
Street Address: 112 State Street
City, State Zip: Albany, NY 12207
Phone: 518-447-3020 Fax# _____ E- Mail: thomas.stover@albanycounty.gov

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: RSS
Corporate Partner: Janitronics
Service: Window Cleaning, Inside and Outside, 2x per year
Location: 16 Eagle, 6 Lodge, 30 Clinton,
Proposed Price:

- 16 Eagle @ \$21,569.03 per occurrence, @2x per year = \$43,138.06
- 6 Lodge @ \$13,448.72 per occurrence, @2x per year = \$26,897.45
- 30 Clinton @ \$3,535.74 per occurrence, @2x per year = \$7,071.47
- Total: \$77,106.98

Proposed Term: One Year from Contract Approval

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.
All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Window cleaning includes inside and outside at three locations, 2x per year.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Ethan Durham
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: edurham@nysid.org
Phone: 518-694-0255
Ext.: 255
Fax: _____

NYSID Account Representative

Authorized Signature:
Printed Name:
Job Title:
Date:

Thomas A. Stover
Thomas A. Stover
Spec. Asst
6/4/26

☐ See attached documents in lieu of signed form

Window Washing Services
Calculations

	NYSID
	Cost Per Washing
Judicial Center	\$ 26,897.45
Court House	\$ 43,138.06
Family Court	\$ 7,071.47
Total Cost	\$ 77,106.98

	OCA		County
0.53 \$	14,255.65	\$	12,641.80
0.67 \$	28,902.50	\$	14,235.56
0.79 \$	5,586.46	\$	1,485.01
	\$ 48,744.61	\$	28,362.37
	0.63		0.37

WINDOW WASHING SERVICES GENERAL SCOPE OF SERVICES

The scope of this contract is for the Contractor to wash windows inside and outside at various Albany County Facilities.

All bidding contractors should conduct a site visit by contacting the Building Superintendent listed for each group of facilities.

Where scaffolding or mechanical lifts are needed at any facility to access the windows, it shall be the responsibility of the Contractor to provide such equipment.

Various windows on the South facing facade of the Albany County Court House may be inaccessible due to landscaping restrictions. Contractors should identify and label windows that are believed to be inaccessible.

A. GENERAL REQUIREMENTS:

1. A service representative is to check with the Building Superintendent prior to reporting to the building for scheduling purposes.
2. Service Technicians are to sign in with the Facility Manager to gain access to specific areas and ensure minimal disruption to daily operations.
3. Service Technicians are to sign out with the Facility Manager and ensure all accessed areas and equipment are secured.
4. The work will be progressed in such a manner as to interfere as little as possible with the functioning of Albany County's Facilities and with the safety and convenience of its personnel and the general public.
5. All windows physically opened for cleaning must be closed and secured after cleaning.
6. In performing the work called for by these specifications, the Contractor will require its employees to use the equipment and safety devices that are required by Section 202 of the Labor Law and by Section 21 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, entitled "Protection of Persons Employed at Window Cleaning - Structural Requirements, Equipment and Procedures," issued by the Industrial Board of Appeals, New York State Department of Labor, Empire State Plaza, Albany, NY 12223.
7. Only trained technicians will be permitted to complete these services.
8. Albany County reserves the right to reject and bar from any County facility, any employee hired by the Contractor.
9. The Contractor will use every precaution to prevent damage to the buildings, roads, curbs, walks, pipes, poles and all other structure above and below the ground that are adjoining or included in the area under the contract. The Contractor will repair or replace, at its own expense, any County owned property and Albany County employee's personal property damaged or destroyed by its forces.
10. It is the Contractor's responsibility to maintain equipment and materials provided for the work consistent with applicable safety and health codes.
11. The Contractor shall complete each phase of work at a site before moving its crew to another location.
12. Albany County will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
13. Contractor is responsible for obtaining any traffic or sidewalk permits

B. ACCEPTANCE OF WORK:

1. Work will be accepted by Albany County and paid for, after each facility is completed in its entirety.
2. Upon completion of work, the Contractor and Albany County personnel will conduct a joint inspection. Window cleaning will be accepted only if it meets the following criteria:
 - a. Each window has been cleaned in its entirety.
 - b. Each window is entirely free of spots, streaks, rust, stains or other matter with the exception of discolorations and staining due to broken thermal seals.
3. Albany County reserves the right to add or remove any building from the contract at any time during the term of the bid.

Buildings to be cleaned

Buildings to be cleaned Twice Per Year - June and November

*****All exterior windows and doors cleaned inside and outside *****

A. Albany County Family Court – On-Site Contact: David Quinn 518-339-6273

32 Clinton Avenue
Albany, NY 12207

(Two story building with partially exposed basement. Exterior of windows accessible from exterior only)

B. Albany County Judicial Center – On-Site Contact: David Quinn 518-339-6273

6 Lodge Street
Albany, NY 12207

(Five story building with partially exposed basement. Exterior of windows accessible from exterior only.)

C. Albany County Court House – On-Site Contact: David Quinn 518-339-6273

Columbia and Eagle Streets
Albany, NY 12207

(Five story building with partially exposed basement. Exterior of windows accessible from exterior only.)

Contract #: 2026-1299

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 07/01/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Sam Greco Construction Inc.

Estimated Amount: 200,000.00

Scope of Services: Sam Greco - Secondary General Construction TLA renewal

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
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WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 30, 2026

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

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

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

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

Department of General Services respectfully requests the approval of a renewal Labor Agreement with Sam Greco Construction, Inc. as the secondary vender for Emergency General Construction services beginning June 1, 2026, through May 31, 2027, with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1932 and includes amendment #2025-1847 allowance increase from \$99,000.00 to \$200,000.00.

There was some confusion with their intent to renew that has since been rectified.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

TEXT FOR FAX COVER SHEET:

Your bid award for **Bid # 2024-044, Trade Labor Agreements for Various Trade Labor** for Various Albany County Departments, is due to expire on **May 31, 2026**; however, the original bid terms and conditions provided for an optional **one-year** renewal period through **May 31, 2027**. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through **May 31, 2027**. Thank you for your prompt response.

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

RE: BID # 2024-044
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

SAM GREGG CONSTRUCTION INC

REPRESENTATIVE:

SAM GREGG III

TELEPHONE #

518-465-1155

FAX #:

518-465-3927

SIGNATURE:

[Handwritten Signature]

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
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DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: June 30, 2026

Re: RFB #2024-044 - Secondary Emergency General Construction Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with Sam Greco Construction Inc. as the secondary vendor for Emergency General Construction Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: July 1, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with Sam Greco Construction Inc, as the Secondary Vendor for Emergency General Construction Services, in the amount not to exceed \$200,000.00.

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

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

CONTRACT NO. 2024-1932

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Sam Greco Construction, Inc., a New York corporation, with a principal place of business located at 18 Industrial Park Road, Troy, New York 12180 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide general construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

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

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

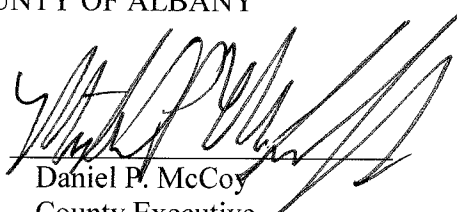
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

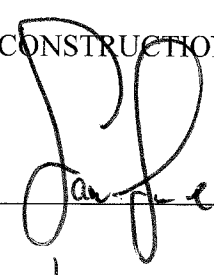
COUNTY OF ALBANY

DATED: 8/9/24

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

SAM GRECO CONSTRUCTION, INC.

DATED: 7/24/24

BY: 
Name: Dan Greco
Title: President

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 27th day of August, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



EUGENE MARK CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2027

STATE OF New York)
COUNTY OF Rensselaer SS.:

On the 24th day of July, 2024, before me, the undersigned, personally appeared Sam Greco III personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

AMY L. DOYLE
NOTARY PUBLIC, STATE OF NEW YORK
01DO0005051
Qualified in Albany County
Commission Expires April 4th 2027

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 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.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).