

Request for Contract Approval	
Request ID #	6669
Contract #	6769
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1025 - Redistricting Commission
Date submitted	1/4/22
Contact person	Chambers, Necole
Contact Phone	5184477168
Vendor	AppGeo Empowering People with Spatial Solutions
Estimated Amount	\$62,500
Estimated Term	1-1-22-12-31-22
Scope of Services	Mapping Services for the Albany County Commission on Redistricting
Budget Line Item	AA1025
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

 Andrew Joyce, Chairman
 Albany County Legislature



HON. ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
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ALBANY, NEW YORK 12207
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NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Necole M. Chambers *nc*
Clerk of the Legislature

DATE: January 5, 2022

RE: Contract No. 6769 for 2022

Attached is a request for Contract No. 6769 for 2022 with AppGeo Empowering People with Spatial Solutions to provide Mapping Services to the County of Albany Redistricting Commission. Also attached is the scoring sheet and table of all responded quote amounts.

If you have any further questions or need additional information, please let me know. Thank you for your attention in this matter.

NMC/nc

RATINGS OF THREE ON-TIME RESPONSES TO REDISTRICTING COMMISSION MAPPING RFP

January 3, 2022

Section		Evaluator: Joan Ramsey							Ratings		
		AppGeo	ARC Bridge	Mair	weight	AppGeo	ARC Bridge	Mair			
I	Scope of services	4	3	2	20%	0.8	0.6	0.4			
II	Qualifications	5	3	3	20%	1	0.6	0.6			
III	Completeness	5	3	2	10%	0.5	0.3	0.2			
Total proposed cost		5	2	2	20%	1	0.4	0.4			
Experience in maps & data		4.5	3	2	10%	0.45	0.3	0.2			
Experience in public process		5	3	2	10%	0.5	0.3	0.2			
Capability of Proposed software		5	3	2	10%	0.5	0.3	0.2			
					100%	4.8	2.8	2.2			

Section		Evaluator: Julia Reeb							Ratings		
		AppGeo	ARC Bridge	Mair	weight	AppGeo	ARC Bridge	Mair			
I	Scope of services	5	5	0	20%	1	1	0			
II	Qualifications	5	4	3	20%	1	0.8	0.6			
III	Completeness	5	5	2	10%	0.5	0.5	0.2			
Total proposed cost		4	4	4	20%	0.8	0.8	0.8			
Experience in maps & data		5	4	2	10%	0.5	0.4	0.2			
Experience in public process		5	3	2	10%	0.5	0.3	0.2			
Capability of Proposed software		5	3	0	10%	0.5	0.3	0			
					100%	4.8	4.1	2.0			

Section		Evaluator: Sita Subbaram							Ratings		
		AppGeo	ARC Bridge	Mair	weight	AppGeo	ARC Bridge	Mair			
I	Scope of services	5	4	3	20%	1	0.8	0.6			
II	Qualifications	5	3	4	20%	1	0.6	0.8			
III	Completeness	5	4	3	10%	0.5	0.4	0.3			
Total proposed cost		5	3	3	20%	1	0.6	0.6			
Experience in maps & data		5	4	3	10%	0.5	0.4	0.3			
Experience in public process		4	3	2	10%	0.4	0.3	0.2			
Capability of Proposed software		4	4	0	10%	0.4	0.4	0			
					100%	4.8	3.5	2.8			

						AppGeo	ARC Bridge	Mair
Combined Average Ratings						4.8	3.5	2.3

Table of all Responded Vendors

MAPPING SERVICES

<u>Name</u>	<u>Quote Amount</u>
AppGeo Empower People with Spatial Solutions	\$62,500.00
ARCBridge Consulting & Training, Inc.	\$74,000.00
Mair Magaw Information Systems, LLC	\$95,000.00

County of Albany Department of General Services

Mapping Services for the Albany County Commission on Redistricting

RFP No. 2021-150

Proposal submitted December 22, 2021 by:



Empowering People with Spatial Solutions

Applied Geographics, Inc.
33 Broad St, 4th Floor | Boston, MA 02109
T. 617-447-2400
www.AppGeo.com

Proposal Contact:

Michele Giorgianni, Principal
mgiorgianni@appgeo.com; 860-339-4254

AppGeo Proposal: 2021-1077p

December 22, 2021

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

Dear Ms. Storm:

Applied Geographics, Inc. (AppGeo) is pleased to submit this response to the solicitation for Mapping Services for the Albany County Commission on Redistricting. We are a geospatial consulting firm with 30 years of experience in more than 40 states. For this project, we have assembled an exceptionally strong team that includes a PMP-certified project manager, several GIS specialists, and a highly experienced professional Demographer. Robert Scardamalia, with 40 years of experience, is the former New York State Demographer who lives in Albany County (Rensselaerville) and works with AppGeo as a subcontractor on many projects.

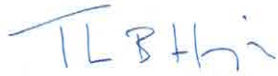
Our firm is dedicated to applying geospatial technology to address a wide range of purposes and we are fully prepared to bring all of our expertise to assist with your redistricting requirements. We understand the complexities and nuances of redistricting and its importance to many aspects of local government. We know how important it will be to do this work well and fairly, using the best data and methods to ensure the best results.

AppGeo has been working with the City of Albany for the past 4.5 years with our cloud-hosted online mapping platform, MapGeo, as well as our support services for local government. We are a known and trusted geospatial contractor with a record of success in the Albany area, and we look forward to building on that success with your redistricting project.

AppGeo does not have any conflict of interest at any tier. We are ready, willing, and eager to be your trusted partner and look forward to working with you.

I confirm that I am authorized to legally bind the company. If you have questions about our proposal or need additional information, please feel free to contact our Project Manager at psankalia@appgeo.com or (617)447-2466.

Sincerely,



Tom Harrington, Jr. PhD
Chief Marketing Officer
33 Broad St, 4th Floor, Boston, MA 02109
617-447-2488

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SECTION II - Qualifications and Experience

Brief History of AppGeo. Applied Geographics, Inc. (AppGeo) (www.appgeo.com) was founded in 1991 as a full-service GIS and Geospatial IT consulting firm with a passion for and singular focus on geospatial technology. AppGeo customers represent all levels of government - city, county, regional, state, and federal-level clients - as well as the private sector and non-profits. In 30 years of business, we've completed over 1,000 projects and served over 700 clients in dozens of states, including New York. With 40 full-time professionals dedicated to GIS consulting, AppGeo has the capacity and expertise to address all manner of geospatial assignments.

Workforce Composition. AppGeo is headed by a President and CEO who has been with the company for over 25 years, and a small leadership team who have been with the company for an average of 20 years. AppGeo's staff of 40 full-time professionals includes a range of experts in Geospatial IT: developers and software engineers, systems architects, application designers, data analysts, data scientists, and strategic planners. These are career experts who actively participate in professional organizations and maintain a high level of expertise in Geospatial IT and emerging trends and technologies.

Qualification to do Business in New York. AppGeo is registered to do business in the State of New York and has worked in New York for a number of years. Currently AppGeo is supporting the City of Albany, providing ongoing as-needed GIS support services. In addition, AppGeo built and continues to maintain the City's public-facing mapping platform <https://albanyny.mapgeo.io>.

AppGeo's partner on this project, Bob Scardamalia, is based in Albany County and was Chief Demographer for the State of New York for 20 years.

Work Completed in the State of New York. In 2017 AppGeo designed and implemented ShareGIS, New York's enterprise-wide GIS services platform built to provide services to 4000 employees and 20 executive agencies. Other work for the State of New York has included maintenance of GIS datasets for the office of Cyber Security and Critical Infrastructure Coordination, and development of the iMAP Invasives web mapping application for the State of New York's Natural Heritage Program.

AppGeo has also worked extensively for New York City. For example, AppGeo developed high quality LiDAR and land cover data, and completed a tree canopy change analysis (<https://maps.nyc.gov/lidar/2017/>) for the City, and also developed a 3D building massing model involving over 1,000,000 buildings. AppGeo has built web platforms for the City such as the Searchable Property Environmental E-Database (SPEED) for the Mayor's Office of Environmental Remediation, and an application that provides building-level detailed views of broadband connectivity across the City, for the Economic Development Corporation. Finally, AppGeo has completed significant projects for the New York University's Stern School of Business as well as NYU's Furman Center.

Location of Work Performance. This project will be managed and staffed from our Boston headquarters and coordinated with our local Albany County partner, Bob Scardamalia. It is routine for AppGeo to work with customers across the nation using remote technologies. We leverage video conferencing, Google chat, email, and file and document sharing systems to facilitate communications. We deploy web project portals to store and share documents, project calendars, minutes, etc. We schedule regular reviews, check ins, and project management meetings using remote technology. Every AppGeo project is successfully managed through these combinations of methods and tools in a manner that provides the highest and most cost-effective service to our clients. In addition to leveraging remote technologies, we also take time for onsite meetings as needed.

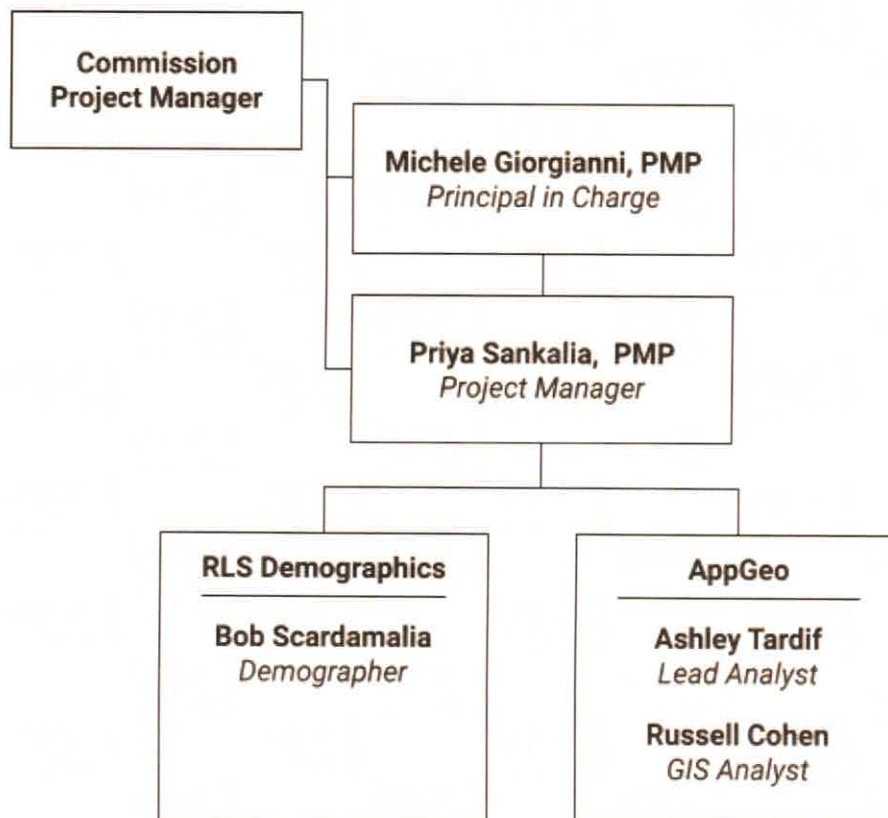
Due to current health concerns, AppGeo employees are mainly working remotely. To expeditiously address all elements of the project, AppGeo intends to keep the project communication simple and straightforward with regular direct communication between the project team and Albany County either through email, telephone, or virtual meetings. For short-duration tasking, AppGeo believes this is the best approach.

If a particular task is determined to take a significant amount of time or require a repeated exchange of data and information, AppGeo will employ a shared project website where tasks can be tracked and shared data made more accessible. This site could also be employed if there are multiple requests coming from several requestors. This would allow the project team to see all active requests and coordinate activities. Any project workflow application would have access strictly controlled through username/password authentication.

Qualifications of AppGeo’s Team

Our team will be led by Project Manager Priya Sankalia, and Principal in Charge, Michele Giorgianni, both certified Project Management Professionals (PMPs) with a combined 38 years of experience in managing projects. We are joined on this project by Albany County resident Bob Scardamalia, founder of RLS Demographics, a firm specializing in the use and analysis of economic and demographic data for private and public applications. Bob has partnered with AppGeo on previous redistricting projects. He brings a robust set of skills to our team and deep experience in analyzing demographic data. His career includes over 20 years as Chief Demographer for the State of New York. Bob has been preparing or managing the production of local area population projections for more than three decades.

Our team organization chart is presented here, and below we describe the qualifications of each of our proposed staff and their roles on this project. We also present resumes at the end of this section which include details about the education and work experience of each team member.





Michele Giorgianni, GISP, PMP - Principal

Qualifications. Michele is an AppGeo Principal, Senior Project Manager, certified Project Management Professional (PMP), and a GIS Professional (GISP) with 20 years of experience in all aspects of GIS implementation for local, regional, and state governments. Michele has managed dozens of GIS consulting projects and has worked as a GIS professional in positions in both state and local government. She has managed a number of projects that involve redistricting. For example, she was the Project Manager of AppGeo's 2011 work with the CT General Assembly and the Towns of West Hartford, CT, Lincoln, RI, and Cumberland, RI.

Roles and Responsibilities. As Principal in Charge, Michele will provide high-level administration and oversight of AppGeo's services, and assume ultimate responsibility for the quality and timeliness of all services delivered. She will ensure the availability of AppGeo's team, and the necessary level of commitment of staff resources to competently meet the requirements of this project. Michele will also be available to the County as an alternate point of contact.



Priya Sankalia, PMP - Project Manager

Qualifications. Priya is a certified Project Management Professional (PMP) and a GIS professional with 18 years of experience in GIS analysis and project management covering a wide range of industries including local government, school districts, transportation, and environment. Her technical skills and areas of expertise include Esri software; GIS analysis; web application design, and project management. Priya is currently managing all of AppGeo's redistricting projects in addition to other analytics projects including one to delineate Medical Service Study Areas for California's Office of Statewide Health Planning and Development and an effort to delineate persistent poverty districts for the Economic Innovation Group.

Roles and Responsibilities. Priya will provide for all project management functions, staff direction, task definition and management, communications, and reporting.



Ashley Tardif, Geospatial Analyst

Qualifications. Ashley has 4 years of experience as a GIS Analyst and has a BS from the University of Massachusetts, Amherst. Her expertise in complex spatial data processing, data analysis, and data visualization is directly applicable to this project. In addition, she has worked on all our recent redistricting projects (both school and local redistricting) including Shrewsbury MA, Wellesley MA, and

Peabody MA to name a few.

These skills are also relevant to a variety of her recent projects that include analyzing congressional district and census data; and demographic analyses and customer profiling for a variety of use cases.

Roles and Responsibilities. Ashley will be primarily responsible for performing the redistricting tasks required for the successful completion of the project. Ashley's tasks on this project will include preparing and loading data (geographic and tabular); working with the Commission to build redistricting plans using Maptitude; preparing professional maps, charts, graphs, or tables to summarize and present results; and evaluating the public plan submissions.



Russell Cohen, Geospatial Analyst

Qualifications. Since joining AppGeo in 2020, Russell has been a key contributor to a number of AppGeo projects including both state-level and town-level redistricting projects. He provides GIS Analyst skills in data development and improvement, building data ETL (Extract, Transform, Load) routines, data analysis, web

cartography, and as-needed technical assistance to a number of Massachusetts towns and the State of North Dakota's statewide parcel data program, under annual support contracts.

Roles and Responsibilities. Russell will be teamed with Ashley, performing the data preparation tasks and evaluating the public plan submissions.



Bob Scardamalia, Census/Demographics

Qualifications. Bob is the founder of RLS Demographics and a professional demographer with more than 40 years of experience in the use of Census and related economic and demographic data for demographic analysis, public sector program management, forecasting, marketing, and business attraction. His career includes more than 20 years as Chief Demographer for the State of New York. He has served on numerous state and national advisory committees for the Census Bureau and other state and federal statistical agencies.

Roles and Responsibilities. Bob will advise, direct, and perform tasks focused on the manipulation, interpretation, and analysis of census data.

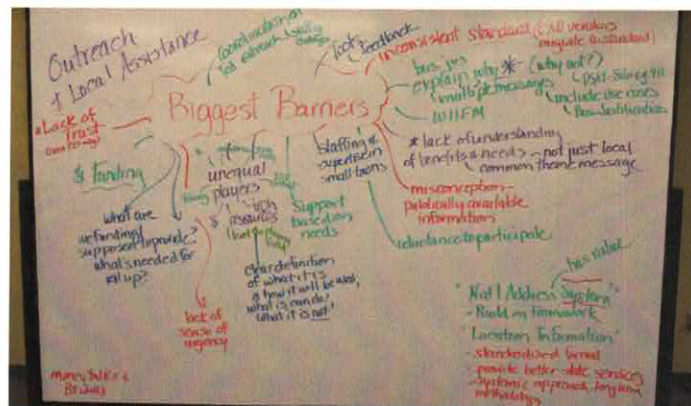
AppGeo's Project Experience

AppGeo has worked with and is familiar with voting district data in the Northeast. We have developed and updated voting district data, produced official voting district maps, and configured and hosted voting information for public consumption on municipal websites. We regularly work with all types of district datasets (voting as well as historic, zoning, school, and other district-based geographic boundary data), performing maintenance and updates.

AppGeo has completed many types of redistricting projects. For example, for the State of Connecticut General Assembly we developed and aligned to the 2010 census geography many years worth of local voting district boundaries for all 169 towns in the state. Within the specialized realm of school redistricting, we have developed a niche set of services that support the school redistricting process going back to 2004.

AppGeo's team are skilled facilitators. Our past projects have involved public hearings, community engagement, and working sessions with redistricting teams. We structure the meetings, help to frame the questions, guide the discussion and keep the group focused. Most of the projects that we describe in our proposal involved this kind of collaboration and consensus building. We consider this one of our strengths. Our facilitation skills include:

- Employing assessment tools such as online surveys
- Conducting stakeholder meetings such as working group sessions and visioning workshops
- Facilitating breakout sessions in which small groups tackle sub-topics
- Making formal presentations for executive meetings and public forums
- Conducting stakeholder interviews as part of a larger needs assessment process



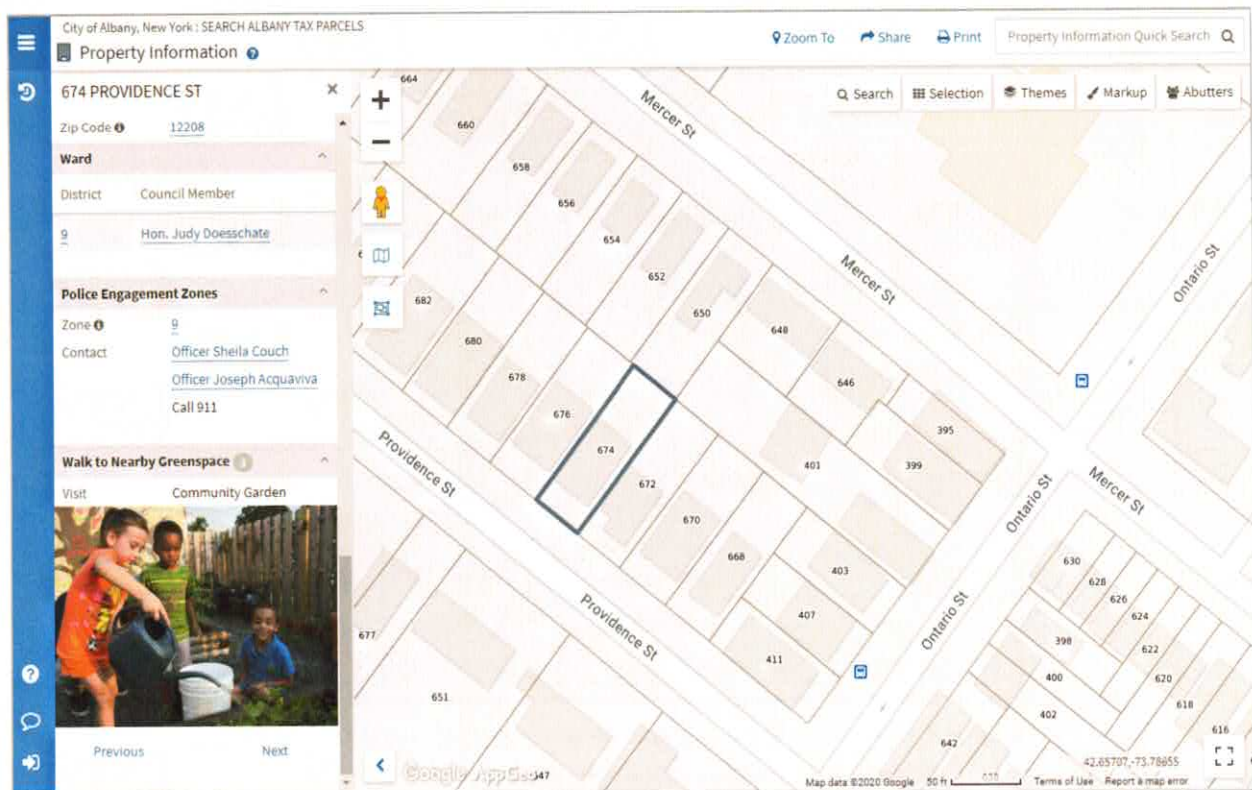
Whiteboard notes from an AppGeo visioning workshop.

The following section describes our participation on a sample of relevant projects:

- City of Albany, NY - GIS Implementation Support and MapGeo
- Connecticut General Assembly (CGA) 2011 and 2021 Redistricting Support
- City of Peabody, MA - 2021 Reprecincting Support
- New Milford, CT - 2021 Reprecincting Support
- Towns of West Hartford, CT, Cumberland, RI, and Lincoln, RI - 2011 Voting and Council District Updates
- Town of Shrewsbury, MA - Public Schools Redistricting
- Town of Wellesley, MA - Public Schools Redistricting

City of Albany, NY - GIS Implementation Support and MapGeo

AppGeo implemented the City of Albany's MapGeo web mapping platform in 2017 and it has since provided the City the ability to visualize and contextualize authoritative City data so that local businesses, residents, visitors, and City staff can make informed decisions, improve their quality of life, and work with greater efficiency. In 2020, the City hired AppGeo to provide additional geospatial consulting services on an as-needed basis.

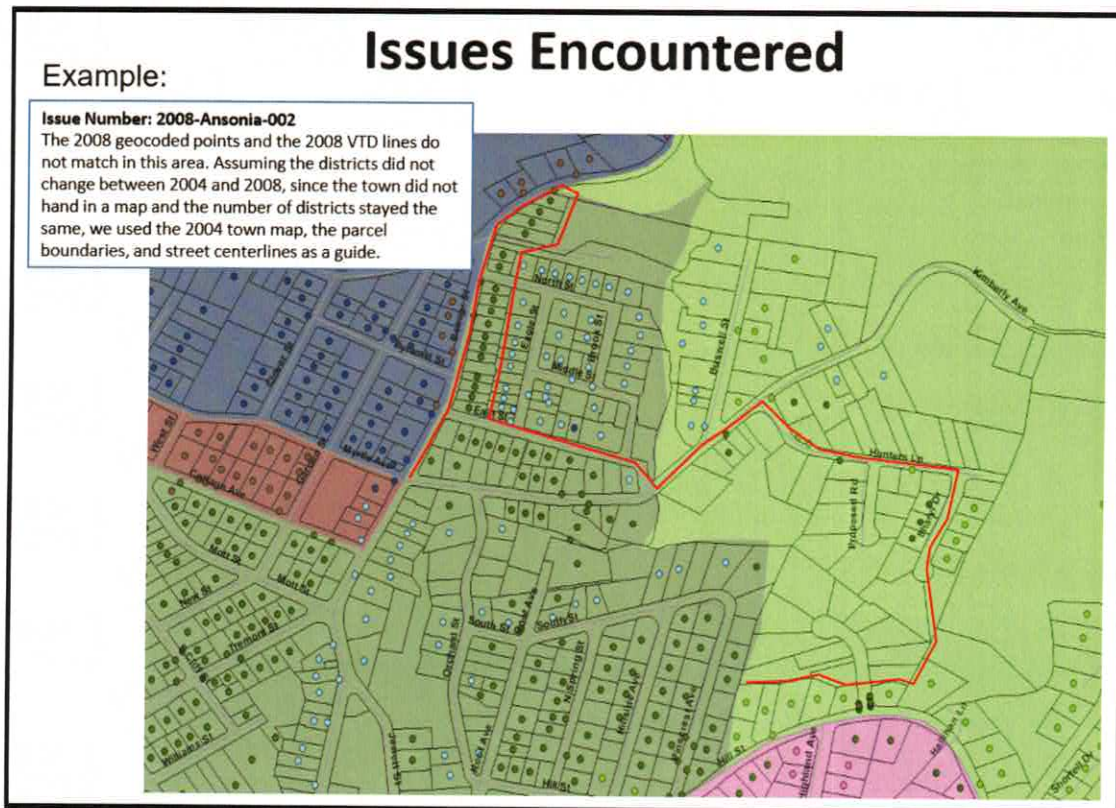


City of Albany NY provides its residents with detailed information about their neighborhood on MapGeo (albany.ny.mapgeo.io)

Connecticut General Assembly (CGA) 2011 and 2021 Redistricting Support

AppGeo supported CGA with the 2011 redistricting project involving development, and alignment to 2010 census geography, of many years of local voting district boundaries from all towns in the state. AppGeo also created a list of all streets within each new House and/or Senate District by Town which included the address range in the district, for example, the left and right, from and to, address ranges separated out by Town. Additionally, AppGeo provided support to CGA for developing custom reports, as well as census data analysis guidance and workflow documentation. Moreover, AppGeo's proposed Principal in Charge for this project, Michele Giorgianni, co-managed this 2011 redistricting work for the CGA.

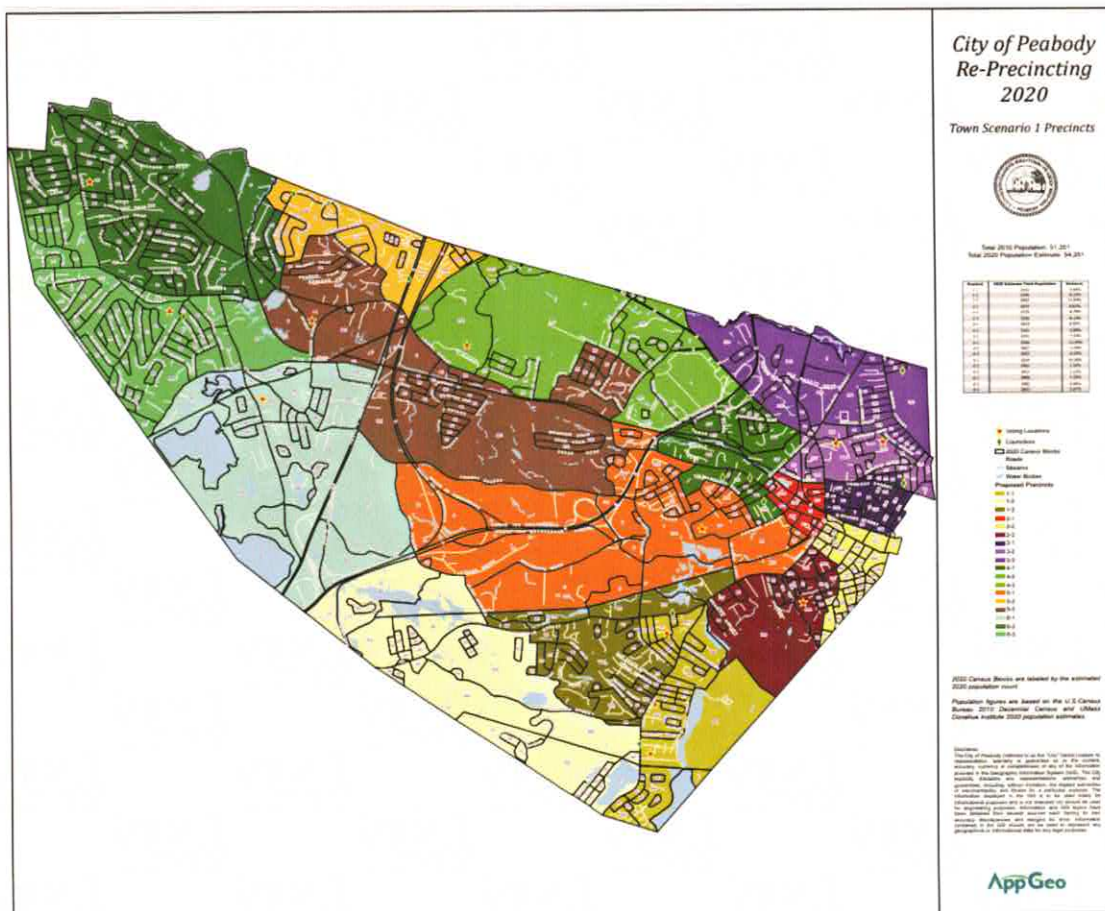
In 2021, CGA again hired AppGeo to support their statewide redistricting efforts. This work mainly involved processing, conflating, and performing spatial analyses on voter data across several years. This information was used to help CGA validate its redistricting plans.



An example of AppGeo's use of maps to track and resolve boundary issues during its voting district update work for CGA in 2011.

City of Peabody, MA - 2021 Reprecincting Support

The City of Peabody, MA had seen some significant population changes in some parts of the City requiring a reprecincting effort. The State of MA provided the option to all municipalities to develop their own maps and submit them to the State for approval. The City contracted with AppGeo to support their reprecincting effort. Given that the census data for redistricting was going to be delayed in its release, the City wanted to use the Donahue Institute estimates to perform the redistricting tasks. AppGeo set up the data in ESRI's redistricting software and collaborated with the City's working group. AppGeo staff used a screen share approach to build the maps and review the numbers with the working group. Once the draft version of the map was created it was easy to create the final map when the final census data was released. Additional relevant maps identifying blocks that changed wards and the location of the environmental justice populations helped the working group create precincts that worked for the City. The final maps, which AppGeo created, were accepted by the State and voted on by the City Council, and passed.



One of several scenario maps developed by AppGeo for the City of Peabody's Reprecincting effort.

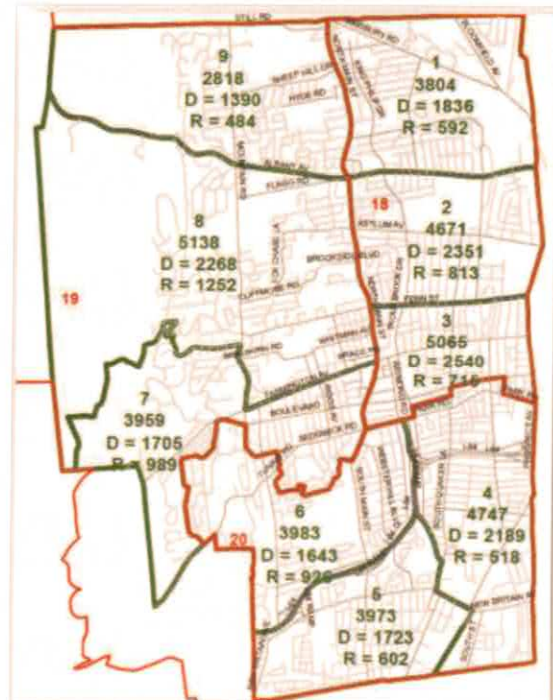
New Milford, CT - 2021 Reprecincting Support

AppGeo is currently supporting the Town of New Milford, CT with adjusting their precinct boundaries to align with the newly released State of Connecticut Legislative Districts. We have set up the census data along with the existing voting districts and the new legislative district data in the Maptitude software for performing the analysis. In collaboration with the Town Clerk we will be adjusting the voting district boundaries to align with the Legislative districts while balancing the population of the voting districts.

West Hartford, CT, Cumberland, RI, Lincoln, RI - 2011 Voting and Council Districts Updates

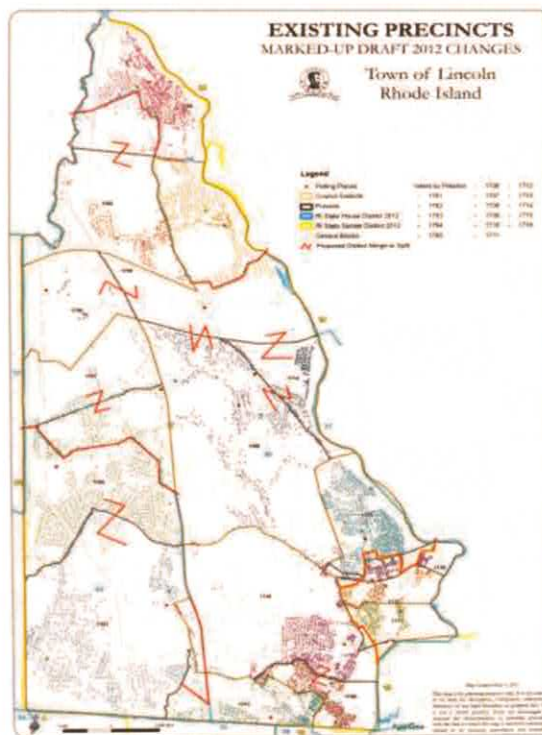
After the new State Legislative and US Congressional District boundaries were released, the Town needed to update their local voting districts. In the case of Cumberland, RI, existing voting district data needed to be created. This was done by converting from existing hand-drawn paper maps using the census blocks data. For all towns, the list of registered voters, polling locations, and commissioners/officials were obtained and geocoded. The geocoded voter points were then assigned precincts and summary statistics were provided for each precinct. Maps were created to present existing conditions for the Towns to work with.

AppGeo then collaborated with the Town to interactively mark up the existing precinct maps to develop proposed redistricting plans, paying particular attention to the new State boundaries, potential to merge districts, keeping a polling location in each district, keeping officials in their district, registered voter count and balanced population. New maps were generated with proposed districts and new counts for the proposed districts were calculated for the voters as well as the population.



Summary information provided in support of West Hartford's Reprecincting effort.

Additionally, new street list tables were generated as required by the State for import into their database. This included all potential addresses using address ranges on streets by district and was accomplished using the Census geography Faces and Edges via scripts created in Esri's Model Builder tool and python.



Existing District Map marked up in collaboration with the Town to develop a new plan, in support of Lincoln's reprecincting effort.

Town of Shrewsbury, MA - Public Schools

Earlier this year we successfully completed a student enrollment forecasting and elementary school redistricting project for the Town of Shrewsbury (**6,207 students**). Shrewsbury Public Schools (SPS) are going through significant changes including grade reconfiguration, relieving pressure at elementary schools, and the opening of a new and larger school. All these changes required SPS to redistrict and re-align the elementary schools. With the help of our partner, **Bob Scardemalia**, we performed a detailed enrollment forecasting study in conjunction with our geospatial technical approach to develop a new district map for SPS which was voted on and adopted by the Shrewsbury School Committee in Feb 2021. We kicked off this project right before the start of the pandemic and after several months of a pause, working in a compressed schedule, entirely remotely, we successfully completed the project.

Since all community engagement was done via zoom, **AppGeo created an interactive website which can be explored at this link** - <https://bit.ly/3vdrJAb>. This website shares information with the community to keep them updated through the process for complete transparency:

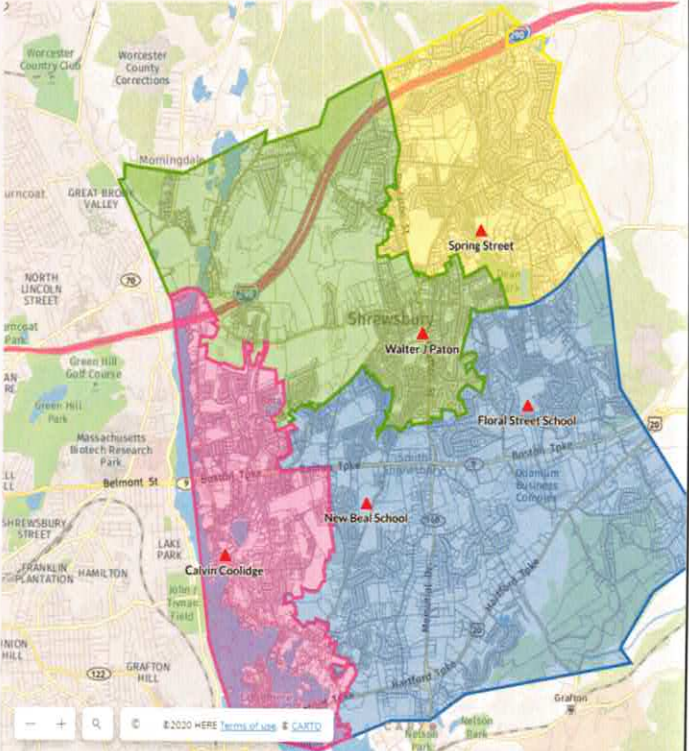
Project Goals & Objectives Why do we need a redistricting... Determining Future Enrollment ... Current Districts & Redist... Scenario Recommendations

Why do we need a redistricting plan?

- Enrollment Growth
- Overcrowded Schools/Lack of space for allied arts and specialized spaces
- Providing access to full day kindergarten for all students
- Planned new housing developments
- New Beal under construction

Determining Future Enrollment Growth & Targets

Our projected K-4 enrollment for 2021-2022 is 2,126 so we will be below our target enrollments by design for the next few years and may have fewer and varying numbers of sections as a result.



Images from the interactive website set up by AppGeo to keep the public informed about the redistricting process - <https://bit.ly/3vdrJAb>

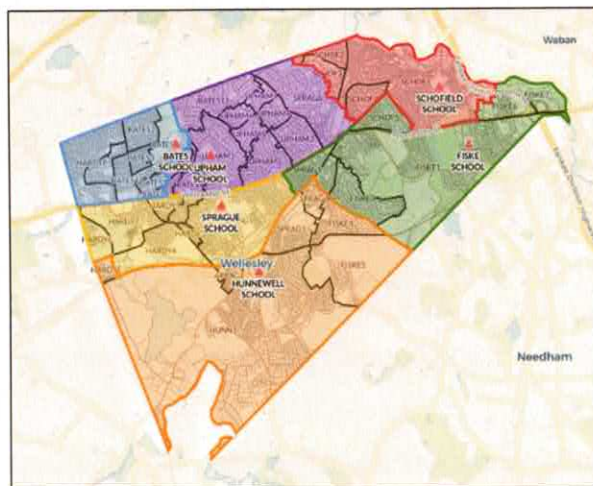
Town of Wellesley, MA - Public Schools Redistricting

In early 2020, AppGeo completed a demographics and redistricting project for the Town of Wellesley. AppGeo worked closely with the Superintendent and the Assistant Superintendent of Finance and Operations at the Wellesley Public Schools on their school redistricting project. Wellesley is experiencing a decline in enrollment and is planning for multiple building projects expected to go online by 2024. The redistricting project was part of the larger School Building Committee project wherein Wellesley is to replace and expand one school and replace and expand one of two additional schools. A feasibility study was underway to determine which of the two schools would be rebuilt and the redistricting plan was to be a key component in the study. Given that the redistricting plan would not go into effect until 2024, using future enrollment projections was critical in this process.

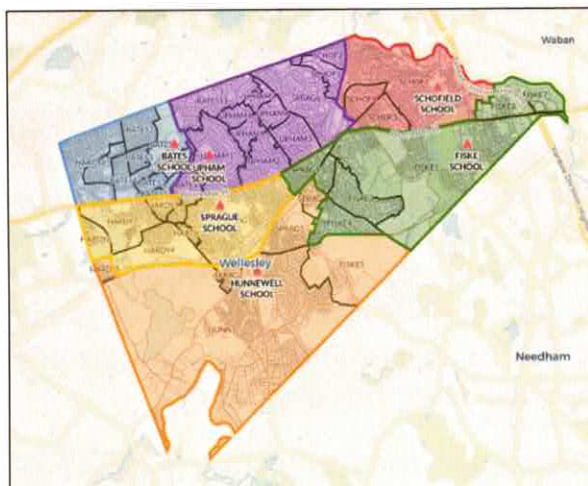
AppGeo worked closely with the Wellesley Superintendent's Advisory Committee and partnered with **Bob Scardamalia** for demographics support to develop map options for each of the building scenarios which were presented and voted on by the School Committee.

In a follow-up to our initial project, we are currently working with the district to evaluate the feasibility of phasing in the redistricting map earlier than originally planned.

Upham Map 1



Upham Map 2



Two scenario map options presented for an Upham School scenario, presented to the School Committee and the public for feedback.

Experience with Mapping and Redistricting Software

AppGeo's Experience with Mapping and Redistricting Software. AppGeo's approach to client projects is to find the best solution using the best-fit technology choices. As a geospatial technology firm, we have a deep bench of expertise with a variety of geospatial tools including Esri, open-source tools, Google technologies, FME, and Alteryx to name a few. We are proficient with both the Esri and Caliper software products, having used them extensively for our redistricting projects. For this project, we will be working with Caliper's Maptitude for Redistricting software.



AppGeo's work on school redistricting projects for almost a dozen municipalities is highly relevant because of the range of criteria and geospatial analytics involved in refactoring and composing new school districts, including associating address points and student demographics with districts based on school location, capacity, distance and drive or walk times, socio-economic and demographic factors, diversity goals, and preservation of neighborhoods.

During the last round of redistricting from the 2010 Census, we worked with the State of Connecticut, West Hartford CT, Lincoln RI, and Cumberland RI on their redistricting efforts as described in the above Relevant Experience section. These projects also demonstrate our analytical skills to perform redistricting mapping tasks as well as our capabilities, qualifications, and experience in matters relevant to redistricting.

Maptitude for Redistricting Software: AppGeo will be using Maptitude for Redistricting software developed by Caliper, for this project (<https://www.caliper.com/mtredist.htm>). AppGeo is a customer of Caliper's and we've been using their software for our School Redistricting projects. Maptitude has been used extensively in many redistricting projects across the county, including a majority of the state legislatures, both political parties, and numerous public interest groups. The software includes the up-to-date census data for the County which will be available to AppGeo for performing the required analysis and adjusting boundaries while balancing the population and demographics.

The software has the capability to solicit public participation with an online version. AppGeo will set up and share the County's redistricting mapping to the online software from which the Commission and the people of Albany will be able to create a login and password to access the online software and submit their own plans. The only system requirements to access the online software is a computer with an internet connection and a modern browser. The cost for access to the online tool and the county Census boundary and demographic data is itemized in the price proposal. AppGeo will use our desktop redistricting tool to review and analyze the online submissions. Basic maps can be printed through the online application but for presentation purposes, AppGeo will create quality cartographic maps for the Commission as needed in desktop GIS software.

Resumes

MICHELE GIORGIANNI, Principal, and Senior Project Manager, (GISP), (PMP)

Ms. Giorgianni has 20 years of experience in the GIS field, including 14 at AppGeo, in which she has managed dozens of GIS consulting projects. Ms. Giorgianni manages AppGeo's managed services program, Spatial IQ. Her areas of expertise are GIS consulting, project management, local and state government GIS implementations, spatial data analysis, remote sensing applied to geosciences and geospatial projects, and field data collection. Her experience includes needs assessments, implementation and strategic planning, data development, quality control and integration, geographic analysis, imagery and LiDAR acquisition projects, CADD conversion, and managing the development of significant web applications. She has worked as a GIS professional in positions in state and municipal government. Ms. Giorgianni is currently Chair of the RIGIS Executive Committee and member of the RIGIS Outreach Working Group, Data Management Working Group, and Co-Chair of the Technical Standards Task Force.

EDUCATION AND CERTIFICATIONS

- Project Management Institute, certified Project Management Professional (PMP), 2018
- GIS Certification Institute, Geographic Information Systems Professional (GISP), 2006
- University of Rhode Island, MS in Environmental Science and Management (Concentration in GIS / RS), 2007
- New Mexico State University, BS in Geography, 2001

WORK HISTORY

- **2020 - present:** Applied Geographics, Inc., Principal / Senior Project Manager
- **2007 to 2019:** Applied Geographics, Inc., Senior Project Manager
- **2006 to 2007:** RI Department of Environmental Management (RIDEM), GIS Intern
- **2005 to 2006:** Town of Cumberland, RI, GIS Consultant
- **2002 to 2005:** Coast Realty LLC, GIS Specialist (East Providence, RI)
- **2001 to 2002:** US Fish and Wildlife Service, GIS/GPS and Fisheries Intern

SELECTED & RELEVANT PROJECT EXPERIENCE

State General Assembly - Voter Redistricting (2021) - Principal in Charge of a project to provide GIS support to a confidential state in their redistricting effort, including geocoding 5 years of voter rolls (using Maptitude) with a significant amount of parsing and cleaning of the data, establishing a repeatable process (using FME Workbench) to identify unique addresses, perform spatial analysis, and summarizing data by blocks using a variety of criteria.

City of Albany, NY - GIS Services (2021) - Principal in Charge, overseeing AppGeo's delivery of as-needed GIS support services and enhancements to the City's MapGeo platform.

State of Connecticut General Assembly (CGA) – Managed support to CGA with 2011 redistricting project involving development, and alignment to 2010 census geography of many years' of local voting district boundaries from all towns in the state, development of statewide address locator and geocoding of registered voters, analysis and improvements to geocoding results, provided various other as-needed analysis and mapping support requests.

New York University Stern School of Business - PACE Finance Mapping Tool (2020 - 2021) - Project Manager for initial application development in support of NYU Stern's objective help connect funding institutions and building owners to drive investment in concrete carbon emissions reduction projects under Local Law 97 which is part of the Climate Mobilization Act.

New York University, Furman Center (2020, 2021) - Project Manager for web application enhancements to the AppGeo-built system, CoreData, an interactive citywide web portal presenting maps, charts, tables and information on subsidized housing and neighborhood information at the city, borough, and neighborhood level. In addition, oversee ongoing application support services.

Indiana Geographic Information Office - Statewide GIS Strategic Plan (2021) - Project Manager and strategic planner in the development of a comprehensive geospatial Strategic Plan and Business Plan for the State of Indiana.

State of North Dakota Statewide Parcel Dataset (2020 – 2021) – Project Manager for development of a statewide parcel dataset.

WestCOG (Western Connecticut Council of Governments (2019 - 2020) - Project Manager for implementation of a region-wide public-facing GIS platform, MapGeo, including data development, data standardization, guidance and strategy for long-term success of the program

Town of West Hartford, CT (2019, 2020, 2021) - Project Manager for annual GIS implementation support contract, through AppGeo's Spatial IQ for MapGeo Managed Services Program, providing technical services and support on a broad range of Town initiatives. **(2011-2019)** – Project Manager for over 18 projects supporting the Town's enterprise GIS program across a broad range of needs.

New York City Mayor's Office of Environmental Remediation (2017- 2019; 2020) - Project Manager for the next generation SPEED (Searchable Property Environmental E-Database) Portal designed to facilitate research and analysis of historical environmental information on thousands of vacant commercial and industrial properties in New York City.

State of Vermont, Agency of Transportation (VTRANS) (2016 - 2017) - Provided overall project management to the State in planning and developing a statewide parcel database.

Connecticut Economic Resource Center (CERC) (2012 - 2020) – Manage and often perform as-needed mapping requests to support CERC's daily operations and support to their clients.

PRIYA SANKALIA, PMP, PROJECT MANAGER

Ms. Sankalia is a certified Project Management Professional (PMP) and a GIS professional with 18 years of experience in GIS analysis and project management covering a wide range of industries including local government, school districts, transportation, and environment. Her technical skills and areas of expertise include: Esri software; GIS analysis; web application design, and project management.

EDUCATION AND CERTIFICATIONS

- Project Management Institute, certified Project Management Professional (PMP), 2019
- MA in Anthropology, University of Illinois at Urbana Champaign, 1998
- MA in Ancient Indian History, Culture and Archaeology from Deccan College Post Graduate Research Institute, Pune, India, 1994
- BA in Ancient Indian Culture, St. Xavier's College, University of Bombay, India, 1992

WORK HISTORY

- **2006 - present:** Project Manager/GIS Analyst at Applied Geographics, Boston, MA
- **2003 to 2006:** GIS Specialist and Web Manager, Stony Brook-Millstone Watershed Association (SBMWA), Pennington, NJ.

SELECTED & RELEVANT PROJECT EXPERIENCE

AppGeo COVID-19 Services - BringFood Initiative (2020 - 2021) - Project Manager for an internal company initiative to support the COVID-19 pandemic response. Supported the development and outreach of a web application which provides route optimization services to food banks/food pantries to enhance their support for food deliveries.

State General Assembly - Voter Redistricting (2021) - Project Manager providing GIS support to a confidential state in their redistricting effort, including geocoding 5 years of voter rolls (using Maptitude) with a significant amount of parsing and cleaning of the data, establishing a repeatable process (using FME Workbench) to identify unique addresses, perform spatial analysis, and summarizing data by blocks using a variety of criteria.

State of New York, Cyber Security and Critical Infrastructure Coordination – Provided ongoing quality control support for maintenance of GIS spatial street address databases for a statewide vector-based street data set and a point-based address dataset as part of a public-private sector partnership in 2008 for data maintenance involving NAVTEQ.

Utah Telehealth Network - Telehealth Services Locator (2021) - Project Manager on a project to build a web application designed for the public to locate Telehealth services in 7 Northwest states.

Town of Watertown, MA - GIS Smart City (2021) - Project Manager managing a local government implementation of GIS technologies including a parcel viewer (MapGeo);

integrations with business systems, GIS needs assessment, and the implementation of GIS projects in different departments of the Town.

Town of Shrewsbury, MA - School Redistricting and Demographics (2020 - 2021) - Project Manager for currently ongoing, redistricting and demographic analysis project. Working collaboratively with Bob Scarmadalia of RLS Demographics on demographic study and enrollment projections while managing the AppGeo tasks of GIS scenario building.

Town of Wellesley, MA - School Redistricting and Demographics (2019-2020) - Project Manager for a redistricting project to adjust for decline in enrollment, and replacement and expansion of various schools, and demographic analysis to develop enrollment projections.

Town of Lexington, MA - School Redistricting (2016 and 2019) - Project Manager for school redistricting project where the town needed to change their school district boundaries due to increased enrollment.

Town of Marlborough, MA - Public Schools Redistricting (2019 - 2020) - Project Manager for school redistricting project where the town needs to change school district boundaries due to new school being added to the town.

Town of Billerica, MA - School Redistricting (2018) - Project Manager for support of the town's review of its school district boundaries, and planning and analysis to accommodate students from a closed school, refine the district boundaries and balance enrollment.

Town of Weymouth, MA - School Redistricting (2017) - School redistricting project, developing and presenting scenarios for shifting school populations based on student travel time and various other school district parameters.

Town of Lexington, MA, School Redistricting (2016) - Managed and coordinated a townwide School Redistricting Project in close collaboration with the Superintendent, school staff and community representatives. Used innovative mapping tools and methods to present and analyze alternative redistricting scenarios.

Town of West Hartford, CT (2015, 2016, 2017) - Publishing, setup and security for web services using Esri AGOL technology; processing a broad range of municipal data and configuring a website for Town mapping application; stormwater utility data development project.

City of Newton, MA, School Redistricting (2015) - Project manager and technical analyst for School Assignment and Redistricting Analysis and Support, resulting in a city-wide district map. Support for City's working group sessions and public meetings

ASHLEY TARDIF, Geospatial Analyst

Ms. Tardif is a Geospatial Analyst lending technical expertise to both public and private sector projects. She performs complex spatial data processing, data analysis, and data visualization leveraging proprietary and open source platforms.

EDUCATION

- University of Massachusetts, Amherst; BS in Natural Resources Conservation and Wildlife Ecology, 2016.

WORK HISTORY

- Sept. 2017 to present: Applied Geographics, Inc., Geospatial Analyst & Assistant Product Manager
- Feb. 2017 - Sept. 2017: Open Source Geospatial Foundation, Operations Coordinator for FOSS4G Boston 2017
- Jan. 2015- May 2016: University of Massachusetts, Amherst, Teaching Assistant for Introduction to Geographic Information Systems

TECHNICAL SKILLS

- Spatial Analysis
- ESRI ArcGIS
- QGIS
- CARTO - Editor / Builder
- PostgreSQL, PGAdmin, & PostGIS
- Geoserver
- SQL
- Basic JavaScript
- Python
- HTML, CSS
- Linux Command Line
- FME - Feature Manipulation Engine
- Alteryx

SELECTED & RELEVANT PROJECT EXPERIENCE

State General Assembly - Voter Redistricting (2021) - GIS analysis for a confidential state in its redistricting effort, including geocoding 5 years of voter rolls (using Maptitude) with a significant amount of parsing and cleaning of the data, establishing a repeatable process (using FME Workbench) to identify unique addresses, performing spatial analysis, and summarizing data by blocks using a variety of criteria.

State of California Office of Statewide Health Planning and Development (2021) -

Geospatial analytics in support of OSHPD's Medical Service Study Areas (MSSA) Project. This project requires GIS analysis and technical support to ensure that the statewide MSSAs reflect geographically discrete communities, taking into consideration geographic and demographic factors for rural and urban areas, as a subcontractor to Equanim Technologies.

Town of Shrewsbury, MA - School Redistricting and Demographics (2020 - 2021) -

Geospatial analytics for redistricting and demographic analysis project. Working collaboratively with Bob Scarmadalia of RLS Demographics on demographic study and enrollment projections while managing the AppGeo tasks of GIS data management and scenario building.

Town of Wellesley, MA - School Redistricting and Demographics (2019) - Geospatial analysis for a redistricting project to adjust for decline in enrollment, and replacement and expansion of various schools, and demographic analysis to develop future enrollment projections.

Town of Marlborough, MA - Public Schools Redistricting (2019 - 2020) - Spatial and demographic analysis, data processing, and scenario map development for a school redistricting project where the town needs to edit their school district boundaries because of the addition of a new school.

Western Connecticut Council of Governments (WestCOG) (2019 - 2021) - Region-Wide Public-Facing GIS Platform (2019) - Development of a repeatable process to convert multi-town property and parcel data into a single schema format and dataset for the use in the MapGeo platform. This also includes generating a mismatch report between parcel and property data, resolution to those mismatches, as well as the conversion and creation of master land use and open space data layers. Implementation of regional parcel viewer (MapGeo). Responsibilities include governance support for regional agency for communication with towns and managing ETL processes for ingest of data from 18 towns.

Town of West Hartford, CT (2019 - 2021) - Technical support to the Town's enterprise GIS program, under annual managed services support contract, including the generation of the Fire department run book and utility data maintenance.

Town of Lexington, MA - School Redistricting (2019) - Geospatial analytics and visualization in support of the realignment of school district boundaries; student demographic analysis and geocoding; scenario building and analysis to alleviate crowding and balance enrollment capacities.

Town of Billerica, MA - School Redistricting (2018) - Student geocoding, scenario building, analysis, and visualization for the town's review of its school district boundaries, and planning and analysis to alleviate crowding, refine the district boundaries and balance enrollment.

RUSSELL COHEN, Geospatial Analyst

Since joining AppGeo, Russell has been a key contributor to a number of AppGeo projects, providing GIS Analyst skills in data development and improvement, building data ETL (Extract, Transform, Load) routines, data analysis, web cartography, and as-needed technical assistance to a number of local government clients under annual support contracts.

EDUCATION

- University of Vermont, B.A. in Geography, minors in Political Science and Geospatial Technologies, May 2020
- Gamma Theta Upsilon, Eta Alpha Chapter – International Geographic Honor Society – Inducted in 2018

WORK HISTORY

- **June 2020 - present:** Applied Geographics, GIS Analyst
- **2019 - 2020** - University of Vermont Spatial Analysis Lab (UVM SAL). GIS Technician - Interpretation of satellite and aerial imagery, data creation and editing, and collaboration with a team of GIS and technology professionals.
- **2019** - University of Vermont. Teaching assistant for Introduction to Geographic Information Systems

SKILLS

- ArcGIS
- FME
- Alteryx
- ENVI
- Python
- R
- Russian Language

SELECTED & RELEVANT PROJECT EXPERIENCE

State General Assembly - Redistricting Support (2021) - Provided GIS support to a confidential state in their redistricting effort, including geocoding 5 years of voter rolls (using Maptitude) with a significant amount of parsing and cleaning of the data, establishing a repeatable process (using FME Workbench) to identify unique addresses, perform spatial analysis, and summarize data by blocks using a variety of criteria.

Town of Shrewsbury, MA - School Redistricting and Demographics (2020 - 2021) - GIS Analyst performing boundary analysis for redistricting and demographic analysis project.

State of Iowa - Broadband Mapping (2021) - Developed an automated process to assess broadband coverage across the State of Iowa, as part of a large team of data analysts and QA/QC experts processing hundreds of broadband provider coverage datasets into a single

standardized statewide data product that identifies areas in need of improved broadband infrastructure. The data will be used at the state-level to determine broadband infrastructure buildout funding eligibility.

State of Texas Natural Resource Information System (TNRIS) - Low Water Crossing (2021)

- Participated in a proof of concept effort to catalogue appropriate available data for the purposes of building a low-water crossings database for Texas. The eventual goal is a web app that will allow a user to visualize the likelihood of flooding at such locations during a flooding event.

Rutgers University, Office of Planning, Development, and Design - Campus Map Reliability Enhancements (2021) - Ongoing improvements of an AppGeo-built campus map web application. GIS Analyst performing regression testing on the Rutgers campus map web application, and troubleshooting issues with back-end data.

City of Cincinnati, Urban Tree Canopy Analysis (2020 - 2021) - Urban Tree Canopy Analysis Project including Lidar data acquisition and development, Urban Tree Canopy and PM 2.5 Analysis, Development of Priority Planting Plans, Landcover development, and the development of an impervious surface dataset for parking lots within Hamilton County, Ohio. Analyst performing QA/QC for Cincinnati tree canopy dataset using image interpretation of true color and color infrared imagery, as well as Lidar products.

Arizona Department of Transportation - Roadway Characteristics Inventory (2020 - 2021) - GIS Analyst performing data extraction and validation of roadway characteristics based on ortho imagery and Google Street View; workflow documentation; and QA/QC for statewide data improvement project focused on the expansion and creation of linear and point based roadway characteristics for a geospatial network of over 9,344 miles of public roadway.

State of North Dakota - Statewide Parcel Data Development, Phase 1 and Phase 2 (2020 - 2021) - GIS Analyst building ETL routines for converting local county parcel data to a statewide standardized format for the development of a statewide parcel database.

Rutgers University - Utility Data Conversion (2020 - ongoing) - Data Analyst for the GIS conversion of comprehensive CADD utility data for all campuses. Built models for creating tile layers from utility network and planimetric GIS data. Performed styling for GIS data based on cartographic best practices and client feedback. Project also includes quality control of orthophotography, LiDAR, 3D buildings, contours, and planimetric data.

City of Gloucester, MA Department of Public Works (2020) - Utility and zoning data development and cleanup as part of AppGeo's ongoing annual implementation support.

Town of West Hartford, CT (2020 - 2021) - Annual enterprise GIS support providing as-needed maintenance or improvements on data layers such as sidewalk centerlines.

Robert L. Scardamalia
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RLS Demographics, Inc.
President

September 2010 - present

RLS Demographics provides analysis, data processing, and mapping services to clients requiring the integration of economic and demographic data. Specialty services include demographic forecasting and analysis, community profile and analysis, aging trends, Census data processing and consumer marketing services for small businesses.

Relevant forecasting projects:

- Subcontract to AppGeo, Inc. – subcontractor responsible for development of demographic and school enrollment projections for Shrewsbury, MA public school district.
- Subcontractor to Statistical Forecasting, LLC – prepared demographic analysis of migration and fertility as input for population forecasts by age and sex to 2040 for the Arlington County Government (2016). Forecasts provided input to Statistical Forecasting school enrollment model. Forecasts were recently updated to reflect most current birth data and changes in fertility rates by age of mother (October 2019). Subcontractor responsible for review and evaluation of Prince William County, VA demographic projections.
- Subcontractor to the Center for Governmental Research – prepared demographic and household forecasts for the Southern Jersey Transportation Planning Organization covering their four county region. Provided forecasts of seasonal and off-season population and households as well as weekend and weekday analysis. (2015-2016)
- Consultant to the New Hampshire Regional Planning Councils – prepared demographic analysis of migration and fertility as input for population forecasts for the 10 New Hampshire counties by age and sex to 2040 (2016).
- Consultant, New York Metropolitan Transportation Council – facilitated local input to the Socioeconomic and Demographic Forecasts 2050 development process (2014-2015).

U.S. Census Bureau
Partnership Specialist

June 2019 – July 2020

Responsible for developing relationships with local governments, businesses, community organizations, schools and a wide range of additional community stakeholders. The purpose of the partnership program is to educate and motivate the community to encourage full participation in the Census enumeration. Involves planning, development and organizing outreach programs and making presentations on the importance of responding to the Census.

State University of New York at Albany
Adjunct Faculty

January 2011 – present

Social and Demographic Change is a Department of Sociology course in the use and understanding of Census and other state and federal data sources for community analysis. Students use the Decennial Census and annual American Community Survey, as well as, other state and federal agency sources to examine economic and demographic data to prepare a comprehensive community profile and analysis of population change.

New York State Department of Economic Development

Director, Center for Research and Information Analysis July 2007 – September 2010

The Center included the New York State Data Center providing analysis and dissemination of economic and demographic data in support of agency programs and policy development. Responsibilities included monitoring regional economic, demographic and labor trends. The Center was a central repository of economic and demographic information, business statistics, foreign trade data, and related State and Federal resources serving state agencies, businesses, not-for-profit organizations, academic institutions, and local governments.

Responsibilities included:

- budget preparation, definition of goals and objectives, and program reporting,
- contract management for annual population estimates and projections and Census promotion,
- analysis of demographic issues and policy implications,
- coordination of information services to State agencies, public and private organizations, and a network of local Affiliate Data Centers,
- supervising the maintenance and updating of economic and demographic indicators,
- supervising Department geographic information systems responsibility,
- primary liaison to the U.S. Bureau of the Census for coordination of Census program planning, promotion, and dissemination activities in New York.

Chief Demographer and State Data Center Director April 1988 – September 2010

The Data Center provides information services for business marketing, research, analysis, and public data dissemination and is responsible for New York State's 2010 Census planning program, address review, and promotion. As a clearinghouse for the dissemination of Census economic and demographic information, the Data Center maintains a broad array of state and federal information sources.

As Chief Demographer, responsible for contract management for population estimates and projections and related demographic analysis. Provided data, analysis, and interpretation to Department executive and public affairs staff for any issue involving

population analysis. Responsible for coordination of all state level Census related planning, operations, promotion, and training for decennial and survey activities.

Associate Demographer September 1978 – April 1988

Served as the primary source for demographic and economic information in the State through the State Data Center program. This involves providing technical consultation to information users in regard to machine readable file structures, software, and data uses and limitations.

New York State Economic Development Board - Albany, NY

Associate Demographer October 1977 – September 1978

Responsible for data tabulation and compilation for the production of population estimates. Assisted in the preparation of official population projections for counties in New York State. The functions of the Board were transferred to the Commerce Department by Executive Order in September of 1978.

Mathematica Policy Research, Inc. - Washington, D.C.

Research Assistant September 1974 – October 1977

Responsible for the collection and tabulation of Census and related data pertaining to welfare policy analysis. Involved computer programming and required a working knowledge of statistical techniques.

Business Initiative

RLS Information Services May 1991 – October 1997

As a sole proprietor, I specialized in demographic research and consulting, processing of Census data and geographic files, and information systems development. The company marketed TIGER geographic files for users of AutoCAD and other mapping software. Systems development has included two generations of PC based population projections software and database systems for management of construction data for the natural gas pipeline industry and genealogical data.

Education

MA Demography, Georgetown University, Washington, D.C., 12/77 Thesis title: "An Assessment of the Conceptual Biases in the Official Estimates of Economic Well-Being, Using Data from the Seattle and Denver Income Maintenance Experiments".

BA Sociology, Pennsylvania State University, University Park, Pa., 6/73. Concentration of coursework in demography, research methods and statistics.

Professional Activities

- Consultant, New York Metropolitan Transportation Council, Socioeconomic and Demographic Forecasts 2050.
- Former President of the Association of Public Data Users and current member of the Board.
- Various presentations and workshops on aging trends focused on the not-for-profit sector.
- Serve on U.S. Census Bureau, American Community Survey, multi-year estimates research panel.
- Past member of the National State Data Center Steering Committee
 - past Chair (2004-2006)
 - past Vice Chair
 - member of the sub-committee on the year 2000 Census
 - co-chair of the sub-committee on 2000 data products
- Past member of the New York GIS Coordinating Body workgroup on Data Coordination (1996 to present).
- Past member of the Steering Committee of the Federal-State Cooperative Program for Population Estimates, and past chairman.
- Developed and conducted numerous information and training workshops on the use and availability of Census data, the processing of machine readable data, and the techniques of demographic analysis.
- Guest lecturer for SUNY Albany, School of Information Science.
- Greenville Central Schools, Board of Education 1989 to 1995. Served as President from 1991 to 1995.

Publications

“Millennials in America”, 4th edition, Berman Press, forthcoming.

“Life in Rural America: A Statistical Portrait”, Berman Press March 2021.

“Aging in America”, 4th edition, Berman Press, October 2020.

“Millennials in America”, 3rd edition, Berman Press, August 2019.

“Aging in America”, 3rd edition, Berman Press, October 2018.

“Millennials in America”, 2nd edition, Berman Press, October 2017.

“Aging in America”, 2nd edition, Berman Press, October 2016.

“Millennials in America”, Berman Press, 2016.

“America’s Top Metros: Who’s Leading the Recovery, and Why”, Civic Report No. 86 June 2014, Center for State and Local Leadership, The Manhattan Institute.

SECTION III - References

The following references can attest to our team's work on the projects that have been described in detail in the Qualification and Experience section above:

1. Jeff Greenfield, Legislative Process Manager, State of Connecticut
Jeff.Greenfield@CGA.ct.gov, 860-240-8693
2. Allyson M. Danforth, City Clerk, City of Peabody MA
Allyson.danforth@peabody-ma.gov, 978-538-5750
3. Patrick Collins, Assistant Superintendent, Shrewsbury Schools
pccollins@shrewsbury.k12.ma.us, 508-841-8405
4. David Lussier, Superintendent, Wellesley MA Public Schools
lussierd@wellesleyps.org, 781-446-6210X5605

SECTION IV - Plan Implementation

In this section, we present our response to all of the specifications of the RFP. We describe our technical approach to completing the scope of work, with detailed explanations of how we will complete each phase of the project.

Project Management

AppGeo will employ a range of project management tools and strategies that have worked successfully on projects of similar type and scope. In particular, we will draw from our experience in managing redistricting projects in which it is necessary to communicate regular status and to instill a steady pace of review and feedback on the part of our customers.

Project Management Best Practices. AppGeo depends on professional best practices which are built into our company culture and are intended to help with continual management of company-wide delivery schedules. These best practices include:

- Assigning a Project Manager to each project, who is responsible for the project plan, resource planning, and project completion schedule
- Working with our customers from the outset of each project to carefully define the project expectations, including the project schedule and the nature and content of deliverables, communications, and roles and responsibilities
- Maintaining regular communications on the progress of project activity, including milestones, issues, resolution, change management, and work completed
- Using our business systems for full accountability and transparency throughout the project life cycle

Status Updates. In addition to our company-wide best practices listed above, our management approach to this project will include biweekly regularly scheduled status calls. These can be remotely conducted meetings, and they could occur on a biweekly basis and result in written notes as a deliverable from each meeting. Establishing this schedule of project check-ins will be a primary goal of our Project Manager's kickoff meeting at the outset of the project. In addition, AppGeo is proficient in using web-based communication tools for sharing detailed project and task information and collaboration, such as Google Sites, Google Drive (Docs, Sheets, etc.), Smartsheets, Teams, as well as [Asana](#). These tools, and if or how they may be effectively used with the County staff involved, will be discussed at the project kick-off meeting.

Review and Feedback. AppGeo has used a number of effective techniques for providing map reviews and soliciting client feedback on projects such as this one. We have a range of options to suggest, and which we have used on previous projects. We will discuss with the project team

at the start of the project and settle on an efficient means of exchanging technical questions and resolutions, which will be essential for meeting the project deadline.

Project Schedule

AppGeo will work closely with the Commission to accomplish the tasks outlined in the RFP's Scope of Work. Based on the scope, AppGeo has developed a detailed project work plan showing all project tasks and milestones. The work plan will ensure effective communication, efficient processes, and effective methods for analyzing the census data and developing redistricting plans.

AppGeo proposes to complete the project in the timeline specified by the Commission with the project wrapping up by April 28th, 2021. AppGeo will maintain the live project schedule throughout the project to reflect project activity, completed deliverables, and overall progress. An initial proposed project schedule that aligns the Commission's time frame with AppGeo's proposed approach is presented in our project work plan Gantt chart. This link provides the Smartsheet project plan in digital format: <https://bit.ly/3FfonC4>

Task Name	Start Date	End Date	Durat...	Predec...	Assigned To	Q4			Q1			Q2		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Albany County Redistricting	12/22/21	04/28/22	90d											
Phase 0: Contracting	12/22/21	01/12/22	15d											
Phase 1: Project Kickoff	01/13/22	01/20/22	5d											
Phase 2: Prepare Draft Redistricting Maps	01/21/22	03/07/22	32d											
Phase 3: Community Engagement	02/04/22	04/28/22	60d											

High level view of AppGeo's project work plan and timeline (interactive link: <https://bit.ly/3FfonC4>)

General Project Work Plan

Phase 1: Project Kickoff

AppGeo will conduct a kickoff meeting with the County Staff and Commission members identified as the core project team as soon as we have the authorization to begin work. This will be an administrative meeting between AppGeo team members and the key project proponents for the County and will cover high-level administrative details. The goals of this meeting are to establish a shared understanding of desired project outcomes and overall work process, to refine the project schedule of actions and deliverables, and to set expectations for the County and AppGeo interaction. Immediately following the kickoff meeting, AppGeo expects the County to provide AppGeo with their existing district data in GIS format.

Assumption: County's existing Legislative Districts mapping is available in GIS format and will be provided to AppGeo immediately following the kickoff meeting.

Phase 1 Deliverables:

- Detailed Project Work Plan with dates and project milestones
- Kickoff Meeting Presentation
- Kickoff Meeting Notes
- Recurring Status Meeting Schedule

Phase 2: Prepare Draft Redistricting Maps

Kickoff Meeting: Once the kickoff meeting is complete AppGeo will develop the necessary databases to perform the redistricting task. Additionally we will set up and configure the software with the County data and the existing Legislative District boundaries. This will include configuring the online mapping tool, the access to which will then be provided to the Commission prior to the first live collaboration and training session.

Software & Training: AppGeo will be using the Maptitude for Redistricting software which comes with extensive documentation and tutorials online. Links to the tutorials will be shared with the Commission to familiarize them with the tool before the first meeting. The meeting will serve as an additional training opportunity where any questions that the members of the commission might have will be answered. During the meeting AppGeo staff will share with the Commission members the Maptitude for Redistricting online interface, set up with Albany data. After the meeting members of the Commission will be able to prepare their own maps and submit them.

Preparing draft redistricting maps: AppGeo staff will review submissions and compile the options for review with Commission members. Draft maps will be developed taking into consideration all relevant demographic data provided in the software. Drafts maps and presentations will be developed providing all relevant information in the form of tables and reports to clearly explain the impact of redistricting.

Phase 2 Deliverables:

- Access to online mapping tool
- Training materials for Commission members
- Draft maps and materials for community engagement

Phase 3: Community Engagement

Prepare Materials for Community Engagement: AppGeo will assist the Commission in preparing instructions for online engagement with the mapping tools and presenting the draft maps. The instructions will include details on what is redistricting and how a plan can be submitted. Additionally any presentation materials required for hearings or meetings will also be prepared in collaboration with the Commission.

Review Public Submissions: Once the community has had the opportunity to review the map and create their own plans, AppGeo will review the submissions. Common themes will be compiled and feedback will be presented to the commission for review. Community recommendations will be evaluated based on criteria established by the State and the Commission. Feasible plans will be incorporated into the draft plans to create a final map.

Attendance at Public Hearings: AppGeo staff will be available to attend virtual public hearings and meetings as needed and support the Commission with materials and presentation content.

Phase 3 (Final) Deliverables:

- Instruction document for public to create own plans
- Final redistricting map including GIS data

Additional Information

The following supporting evidence highlights some of AppGeo's skills and experience of proven value for a successful redistricting project.

- Currently AppGeo is currently supporting the City of Albany, providing ongoing as-needed GIS support services.
- AppGeo built and continues to maintain the City of Albany's public-facing mapping platform <https://albany.ny.mapgeo.io>.
- AppGeo works extensively for New York City on various projects.
- AppGeo is highly experienced in collaborating and facilitating public meetings for redistricting mapping.
- AppGeo is adept at leveraging the use of remote technology for project management meetings.
- AppGeo has partnered with Bob Scarmadalia of RLS Demographics, the former Chief Demographer for the State of New York with over 20 years of experience.

SECTION V - Cost Proposal

AppGeo will provide the described scope of services in the Plan Implementation Section of our proposal for a lump sum of \$62,250.00 which includes our consulting services and the Maptitude for Redistricting Online software and data as shown in the below breakdown.

AppGeo assumes all meetings will be conducted virtually. In-person meeting costs are not included in this price proposal. The price proposal includes preparation for and attendance at 2 public hearings.

Item	Fee
Phase 1: Project Kickoff	\$5,000.00
Phase 2: Prepare Draft Redistricting Maps	\$15,000.00
Phase 3: Community Engagement	\$20,000.00
Maptitude Software and Current Census Data for Albany County (spatial and tabular) (Disbursement)	\$22,500.00
Total	\$62,500.00

AppGeo agrees that the County shall be billed monthly for services and disbursements with such billing to be submitted no later than 30 days after the end of the month in which services were performed or disbursements incurred. Payment will be due within 30 days of receipt of an invoice.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Mapping Services for the Albany County Commission on Redistricting
RFP Number: 2021-150

COMPANY: Applied Geographics, Inc.

ADDRESS: 33 Broad Street, 4th Floor

CITY, STATE, ZIP: Boston, MA 02109

TEL. NO.: Main: (617) 447-2400

FAX NO.: _____

FEDERAL TAX ID NO.: 04-3124927

REPRESENTATIVE: Thomas Harrington Jr.

E-MAIL: procurement@appgeo.com

SIGNATURE AND TITLE TLB Hin, CMO

DATE 12/14/21

SECTION VI - Mandatory Documentation

In this section we provide the following required documents:

1. Attachment "A" Non-Collusive Bidding Certificate Pursuant to Section 103-D of The New York State General Municipal Law
2. Attachment "B" Acknowledgment by Proposer
3. Attachment "C" Albany County Vendor Responsibility Questionnaire
4. Albany County Vendor Responsibility Questionnaire
5. Attachment "D" Certification Pursuant to Section 103-g of the New York State General Municipal Law
6. Proposal Form (CP1& CP2)

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.

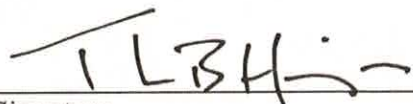
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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, Director of Marketing

Title

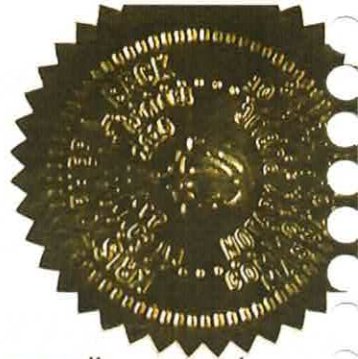
Applied Geographics, Inc.

Company Name

12/14/21

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER



If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.: 04-3124927

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 Massachusetts)
COUNTY OF Boston) SS.: 04-3124927

On this 16th day of December, 2021, before me personally appeared Tom Harrington, Jr. PhD to me known, who, being by me sworn, did say that he resides at (give address) 11 PARKER ST, LEXINGTON, MA; that he is the (give title) Vice President, Director of Marketing of the (name of corporation) Applied Geographics, 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.



KRISTOPHER L. BECK
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
January 17, 2025

Kristopher L. Beck
Notary Public, State of Massachusetts
Qualified in _____
Commission Expires 01/17/2025

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: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Applied Geographics, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 04-3124927 b) DUNS # 858994312	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.AppGeo.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 33 Broad Street, 4th Floor, Boston, MA 02109		7. TELEPHONE NUMBER (617) 447-2400	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 Tom Harrington, Jr. PhD Title Vice President, Director of Marketing Telephone Number (617) 447-2488 Fax Number e-mail tharr@appgeo.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Richard K Grady	TITLE President and CEO	b) NAME Peter Girard	TITLE Chief Technology Officer
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.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>16.</p> <p>a)</p> <p>b)</p> <p>c)</p>	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 1. 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? <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>17.</p>	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>18.</p> <p>a)</p> <p>b)</p> <p>c)</p>	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>19.</p>	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>20.</p>	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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

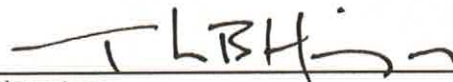
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

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, Director of Marketing

Title

Applied Geographics, Inc.

Company Name

12/14/21

Date

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Mapping Services for the Albany County Commission on Redistricting
RFP Number: 2021-150

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, 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
December 10, 2021	ADDENDUM #1

(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:

Michele Giorgianni, Project Manager

Email: mgiorgianni@appgeo.com

Phone: 860-339-4254

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

Request for Contract Approval

Request for Contract Approval	
Request ID #	6670
Contract #	6770
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1025 - Redistricting Commission
Date submitted	1/5/22
Contact person	Chambers, Necole
Contact Phone	5184477168
Vendor	NY Census & Redistricting Institute - New York Law School
Estimated Amount	\$60,000
Estimated Term	1-1-22-12-31-22
Scope of Services	Provide Legal Services to the County of Albany Redistricting Commission.
Budget Line Item	AA1025
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



HON. ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK


PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Necole M. Chambers 
Clerk of the Legislature

DATE: January 5, 2022

RE: Contract No. 6770 for 2022

Attached is a request for Contract No. 6770 for 2022 with New York Law School - NY Census & Redistricting Institute to provide Legal Services to the County of Albany Redistricting Commission. Also attached is the scoring sheet and table of all responded quote amounts.

If you have any further questions or need additional information, please let me know. Thank you for your attention in this matter.

NMC/nc

**Albany County Redistricting Commission
Legal Services RFQ Scoring matrix**

3-Jan-22

<u>Section</u>	<u>Rater name</u>	<u>LSH score</u>		<u>weight</u>	<u>LSH ratings</u>	
		<u>Wice/ NY Law</u>	<u>MPH</u>		<u>Wice/ NY Law</u>	<u>MPH</u>
	Leif Hartmark					
I	Scope of services	4.5	0	20%	0.9	0
II	Qualifications	4	4.5	20%	0.8	0.9
III	Completeness	5	3	10%	0.5	0.3
	Cost	4	3	20%	0.8	0.6
Experience	local govt	5	5	10%	0.5	0.5
	redistricting	5	4	10%	0.5	0.4
	election law	5	4	10%	0.5	0.4
				100%	4.5	3.1

<u>Section</u>	<u>Rater name</u>	<u>Score</u>		<u>weight</u>	<u>Ratings</u>	
		<u>Wice/ NY Law</u>	<u>MPH</u>		<u>Wice/ NY Law</u>	<u>MPH</u>
	Warren Hamilton					
I	Scope of services	0	0	20%	0	0
II	Qualifications	5	4.5	20%	1	0.9
III	Completeness	4	2	10%	0.4	0.2
	Cost	4.5	4	20%	0.9	0.8
Experience	local govt	4.5	4.5	10%	0.45	0.45
	redistricting	4.5	4.5	10%	0.45	0.45
	election law	4.5	4.5	10%	0.45	0.45
				100%	3.7	3.3

<u>Section</u>	<u>Rater name</u>	<u>Score</u>		<u>weight</u>	<u>Ratings</u>	
		<u>Wice/ NY Law</u>	<u>MPH</u>		<u>Wice/ NY Law</u>	<u>MPH</u>
	Tom Clingen					
I	Scope of services	4	0	20%	0.8	0
II	Qualifications	4	4.5	20%	0.8	0.9
III	Completeness	4	3	10%	0.4	0.3
	Cost	5	2.5	20%	1	0.5
Experience	local govt	5	5	10%	0.5	0.5
	redistricting	5	4	10%	0.5	0.4
	election law	5	4	10%	0.5	0.4
				100%	4.5	3.0

Combined Average Ratings

4.22	3.12
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Table of all Responded Vendors

LEGAL SERVICES

<u>Name</u>	<u>Quote Amount</u>
NY Law School – NY Census & Redistricting Institute	\$60,000.00
Messina Perillo Hill (MPH)	Fee Schedule for Services – Hourly Rate
	Partners - \$300
	Associates - \$200.00
	Paralegals - \$95.00

**NEW YORK
LAW SCHOOL**

New York Census and
Redistricting Institute

RESPONSE TO REQUEST FOR QUOTATION
COUNSEL TO REDISTRICTING COMMISSION
RFQ #2021-01

SUBMITTED BY
JEFFREY M. WICE
N.Y. CENSUS AND REDISTRICTING INSTITUTE
NEW YORK LAW SCHOOL

DECEMBER 27,2021

Jeffrey M. Wice
Adjunct Professor & Senior Fellow
N.Y. Census & Redistricting Institute
New York Law School
185 West Broadway, Room C104
New York, N.Y. 10013
(202)494-7991
jeffrey.wice@nyls.edu

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Section V.	Cost Quotation	Page 15
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SECTION II. Qualifications and Experience

The N.Y. Census & Redistricting Institute seeks to provide legal assistance to the Albany County Redistricting Commission. The Institute is a non-partisan information, assistance, and legal guidance center on the redistricting process, with an emphasis on the legislative process, developing public engagement strategies, and helping enact redistricting plans that would withstand any legal challenges. The Institute also engages and educates public institutions, nonprofit organizations, and the public about redistricting law and process.

The Institute is a first-of-its-kind effort, providing information and expert guidance to elected officials, commissions, and the public on all aspects of the federal, state, and local redistricting processes.

The Institute is directed by Jeffrey M. Wice, an Adjunct Professor and Senior Fellow at New York Law School. He has over 40 years of experience working on redistricting and is recognized as a national expert on redistricting and a preeminent authority on redistricting in New York State.

Professor Wice has worked in the areas of census, redistricting, and voting rights since 1978 at the federal, state, and local government levels.

Wice is being recognized in January 2022 by the New York publication "City & State" as one of New York's "Top 50 Over 50" for his contributions and leadership in the state. The Washington, D.C. based ROLL CALL has included him in its list of the top 50 Washington policy insiders and in 2020 was recognized by the National Conference of State Legislatures (NCSL) with the Legislative Staff Achievement Award for his work co-editing and co-authoring NCSL's redistricting handbook for legislators and staff. He is quoted frequently on redistricting and has appeared in many programs on the redistricting process in New York and across the nation.

Professor Wice has assisted many legislative leaders, Members of Congress, county, and local government officials on redistricting and voting rights matters across the nation. During the 1980s, Professor Wice developed the first national Democratic Party redistricting assistance program, working with state legislative leaders preparing for the 1990 census and redistricting process. During the 1990s, Professor Wice served as a counsel to President Bill Clinton's appointees to the 2000 federal Census Monitoring Board. Since the post-2000 and post-2010 redistricting cycles, Professor Wice served as counsel to the Democratic National Democratic and other national redistricting projects.

As a long-time counsel to the New York State Legislature, Professor Wice has served in several NCSL leadership positions, including service on the national Executive Committee and currently as staff chair of the Elections and Redistricting Committee. He served as redistricting counsel to five New York Assembly Speakers and four Democratic Senate leaders (and currently is redistricting counsel to the State Assembly's redistricting task force chair).

In New York, Professor Wice helped successfully steer the post-2000 and post-2010 New York City Council redistricting plans to completion without a single lawsuit filed against them. He also helped obtain quick approval from the U.S. Department of Justice under Section 5 of the federal Voting Rights Act. He has also assisted Nassau County's legislature in three redistricting cycles as well as working for the Towns of North Hempstead and Brookhaven. He has advised the City of Yonkers and Albany, Dutchess, Onondaga, and Suffolk counties in their redistricting efforts.

Through the Institute, Professor Wice is currently assisting the City of Syracuse, Suffolk County, and Westchester County in their redistricting efforts.

In 2020, he was a regular participant in many New York county-level Census Complete Count Committees. He is also a member of the Election Law Committee of the New York City Bar Association and chairs its Redistricting Subcommittee.

At the national level, he serves as the staff chair of the National Conference of State Legislatures' (NCSL) Redistricting and Elections Committee, where he is the co-editor/co-author of NCSL's 2020 Redistricting Redbook, a handbook for legislators and staff.

Outside New York, Professor Wice has assisted numerous state and local governments on redistricting including Clark County, NV, Baltimore, MD, and state legislatures in Massachusetts, Connecticut, Maine, Virginia, Colorado, Kansas, Tennessee, Vermont, New Hampshire, Maryland, South Carolina, Pennsylvania, Ohio, Michigan,

In 2017 Professor Wice co-authored a chapter on redistricting in "New York's Broken Constitution" (SUNY Press). He is a Fellow at SUNY Buffalo Law School and has also taught election law at Hofstra Law School and at the Touro Law Center.

Professor Wice has worked with counsel across the nation on redistricting litigation and has been involved with several redistricting cases in New York State, including *Favors v. Cuomo* (state redistricting), *Cecere v. Nassau County* (Nassau County), *Jackson v. Nassau County Board of Supervisors*, *Puerto Rican Legal Defense Fund v. Gant* (state redistricting), and *Goosby v. Town of Hempstead*.

Marissa Zanfardino is a student at New York Law School and serves as a Student Fellow at the N.Y. Census & Redistricting Institute. She graduated from Tulane University in 2019 with a double major in Economics and Sociology and a double minor in Social Innovation & Entrepreneurship and Philosophy. Marissa has recently served as a fellow for the Impact Center for Public Interest Law at New York Law School conducting research on racial disparities from the COVID-19 pandemic, analyzing a FOIL request from litigation against the NYPD, and planning and facilitating events on social justice issues and current events for law school community. In the Spring of 2021, Marissa worked in the legislative advocacy clinic with the New York Civil Liberties Union implementing a campaign to propose effective and sustainable alternatives to policing that center around reimagining public safety in equitable and democratically accountable ways by reducing police encounters and more specifically abusive policing that disproportionately impacts communities of color.

Additional Institute personnel may assist as is necessary.

Additional Information:

All work will be performed at the New York Law School located at 185 West Broadway, New York, NY with remote work conducted as may be necessary depending on pandemic health conditions and in Albany, NY as requested by the County.

The Institute's overall guidance is provided by New York Law School Dean Anthony Crowell and Counsel Matthew Gewolb, New York Law School, 185 West Broadway, New York, NY 10013 (212)431-2100

The responder has no conflicts of interest with the County of Albany, its elected officials, agents, and employees.

The responder does not believe that any information contained in this proposal is protected from disclosure under the New York State Freedom of Information Law.

The responder agrees to perform all services listed in the Request for Quotations.

The responder agrees to perform services through December 31, 2022 and beyond that date if agreed to by the parties.

If selected, the responder will execute a contract with the County of Albany.

JEFFREY M. WICE
JMWice@gmail.com
(202) 494-7991

Legal position utilizing federal, state, and local legislative, litigation and administrative experience and skills with expertise in redistricting, voting rights and census law. Background includes legislative policymaking, strategic planning, project management, legal counsel, media relations, fundraising, and coalition building.

Major Government Experience

Served as Washington, DC office director and counsel for the New York Legislature; provided liaison with congressional delegation and federal agencies; analyzed federal, state and local legislation, appropriations and regulations on a variety of issues; and played leadership roles in national state government organizations.

Developed national coalitions and campaigns for elected officials on major initiatives; provided strategic and legal counsel in nearly every state on redistricting & census for federal, state and local offices.

Handled media relations, from drafting press releases to commenting on the record in print and electronic media. Named to City & State's 2022 "50 Over 50: The Age Disrupters" list and ROLL CALL's "Top 50 Washington Political Policymakers" list. Appeared in the documentary movie "Gerrymandering." Awarded 2020 "Legislative Staff Achievement Award" by the National Conference of State Legislatures (NCSL) for work on the 2020 NCSL Redistricting Redbook Manual. Recognized by the Association For A Better New York with a 2020 "Spirit of ABNY" award for Census 2020 efforts.

Current Positions

Counsel to the New York State Assembly Redistricting Chair (2021)
Adjunct Professor and Senior Fellow, New York Law School (2019-present)
Fellow, SUNY Buffalo Law School (2014-present)
Of Counsel, Sandler, Reiff, Lamb, Rosenstein & Birkenstock, P.C. (2009-present)
General Counsel, National Association of Jewish Legislators (1995-present)

Previous State and Local Government Staff Positions

Special Counsel to the Assistant Speaker, NY State Assembly (2014- 2020)
Special Counsel to the New York State Senate leadership 2003-2013
Special Counsel to Nassau County NY Legislature and New York City Districting Commissions (2012-2013; 2002-2003)
Special Assistant to New York City Council Member Letitia James (2003-2007)
Assistant Counsel to Speaker of the New York Assembly (1995-2003)
Counsel to Presidential Appointees, US Census Monitoring Board (1998-2001)
Special Counsel to the Speaker and Director, Washington Office of the New York State

Assembly (1976-1994)

Staff Assistant, Office of Senator Edward M. Kennedy (1970-1974)

Other Government Experience

Member, Executive Committee, National Conference of State Legislatures (2010-2013; 1986-89)

Member, Foundation For State Legislatures Advisory Committee (1990-1993)
Elections and Redistricting Committee Staff Officer, National Conference of State Legislatures (2009-2021)

Member, National Legislative Staff Coordinating Committee, National Conference of State Legislatures (2021)

Staff Chair, Legislative Management Committee, National Conference of State Legislatures (1985-1986)

Counsel, State Legislative Policy Institute (1996-2000)

General Counsel, Democratic State Legislative Leaders Association (1981-1996)

Education

J.D. Antioch School of Law; B.A., The George Washington University

Other Professional Associations

Special Professor of Law, Hofstra Law School (2008-2009)

Counsel, Foundation for The Future National Redistricting Project (2006-2011)

Counsel, American Friends of Lubavitch (2004-2007)

Adjunct Professor, Touro Law Center (2005-2007)

Counsel, Democratic National Committee Redistricting Project (2001-2002) Counsel, IMPAC 2000 Congressional Committee (1999-2000)

Of Counsel, Dickstein, Shapiro, and Morin (1991-1992)

Of Counsel, O'Connor and Hannan (1989-1991)

Staff Assistant, Democratic Planning Group (1974-1975)

Political Campaign Experience

Presidential Campaign Staff, Campaign Liaison, National Delegate Coordinator, Advance and Travel Aide, Scheduler Candidate (in campaigns for federal and state offices including Daniel P. Moynihan, Allard K. Lowenstein, Adam Walinsky, George McGovern, Jerry Brown, Birch Bayh)

Legal and Other Interests

Admitted to Practice, District of Columbia

United States Supreme Court
U.S. District Court, for the District of Columbia
Member, American Bar Association
Member, Election Law Committee, New York City Bar Association
New York City Police Department, Citywide Traffic Task Force (CTTF) Auxiliary Sergeant
Vice Chair, New York State Democratic Lawyers Council

Publications

CENSUS 2000: Considerations And Strategies For State And Local Government (2000),
American Bar Association

Redistricting: Pathways to Fairness and Comity (2020, The Democracy Fund)

NCSL Redistricting Law Redbook (co-editor/author, 2020 edition); contributor to 1990,
2000 and 2010 editions (National Conference of State Legislatures)

Court Deference to State Legislatures in Redistricting After *Perry v. Perez* (with Leonard M.
Kohen)
Election Law Journal (December, 2012)

New York's Broken Constitution: The Governance Crisis and the Path to Renewed
Greatness, chapter on redistricting (SUNY Press, 2016)

"April 1, 2020 Is The Next Census Day" (Social Education for the American Bar Association,
2019)

MARISSA ZANFARDINO

New York, NY | marissa.zanfardino@law.nyls.edu | (516) 426-5982

EDUCATION

New York Law School, New York, NY

Juris Doctor Candidate, Expected May 2022

GPA: 3.84 Class Rank: 13/310

Honors: *New York Law School Law Review*, Staff Editor | Equal Justice America Fellowship

Trustees Scholar (Full-Tuition Scholarship) | Dean's Leadership Council | Dean's List, High

Honors Activities: Impact Center for Public Interest Law, Affiliate | Student Ambassador |

OutLaws, Secretary Courses: Civil Rights Law | Redistricting and Voting Rights | Drafting:

Legislation

State & Local Government | Affordable Housing and Community Development

Tulane University, New Orleans, LA

Bachelor of Science, Economics and Sociology, May 2019

Minors: GPA: Honors:

Minors in Philosophy, Social Innovation & Entrepreneurship

3.57

Premier Scholarship | Dean's List (Spring 2017, Fall 2017, Spring 2018, Fall 2018, Spring 2019)

RELEVANT EXPERIENCE

The Policing Project, New York, NY

Legal Intern May 2021- July 2021

- Collaborating on democracy centered public safety policy initiatives that ensures democratic values are reflected in how communities are policed by centering the community in the process of changes to policing
- Researching and evaluating policing technology to ensure responsible use of technology that is legal, ethical, and democratically accountable
- Engaging in multi-stakeholder dialogue and collaboration to reimagine public safety in a way that moves away from enforcement and toward the provision of vital services to communities that need them in an equitable, effective, and sustainable way

Legislative Advocacy Clinic, New York Civil Liberties Union, New York, NY
Clinical Student January 2021-May 2021

- Created and implemented a campaign to pass social justice legislation in the New York State Legislature surrounding use of force reform, independent police misconduct enforcement and accountability, equitable community funding
- Researched and proposed effective and sustainable alternatives to policing that center around reimagining public safety in equitable and democratically accountable ways by reducing police encounters and more specifically abusive policing that disproportionately impacts communities of color
- Created accessible public education materials focused on disproportionate impact of excessive force and abusive policing on communities of color in New York City and the lack of accountability following abusive policing complaints within the NYPD and Civilian Review Complaint Board

Impact Center for Public Interest Law, New York Law School, New York, NY
Legal Fellow August 2020-May 2021

- Conducted FOIL indexing of NYPD document production as part of the *Carr v. DeBlasio* litigation with a goal of increasing police transparency and accountability by ensuring that officers who engaged in misconduct and abusive policing were processed through equitable and democratic enforcement mechanisms.
- Collaborated with the Bronx Defenders to conduct legal research and analysis of community data to show widespread disparate impact of COVID-19 infections, in-person housing court proceedings, and evictions on communities of color
- Planned and facilitated events on social justice issues and current events for law school community

Bronx Legal Services, Economic Justice and Public Benefits Units, Bronx, NY

Legal Intern June 2020-August 2020

- Promoted Legal Services NYC's mission of fighting poverty and seeking racial, social and economic justice for low-income New Yorkers by advocating for clients in the midst of financial crisis during COVID-19
- Represented clients under attorney supervision on issues in public benefits, housing, and civil rights by advocating with government agencies, conducting research, and filing complaints
- Conducted research and draft memoranda on issues such as the application of the False Claims Act to overcharging in Section 8 housing, breach of HIV confidentiality, debt related to COVID-19, and immigration

Upward Bound, New Orleans, LA

Staff August 2018-May 2019 *AmeriCorps Vista Summer Associate* May 2018-August 2018

- Led intensive tutoring and mentoring service for a college preparatory program for first-generation, low-income students
- Worked with students individually to address their needs and align them with prospects in terms of performance in high school or college admission pursuits to promote equity in outcomes and not just presence
- Taught design thinking classes, resulting in students conducting final project around "redesigning the classroom" with a focus on positive educational outcomes based on empathetic and informed ideation

Tulane Department of Economics, New Orleans, LA

Research Assistant January 2017-January 2018

- Used resume correspondent study to conduct policy informing research on labor force discrimination against people of Arabic descent, Muslims, and the intersectionality of the two in entry level jobs in computer science and business

- Worked on data collection and researching court cases pertaining to discrimination to better inform results

COMMUNITY SERVICE

New York Civil Liberties Union, Volunteer May 2020-November 2020

- Aided the canvassing team as part of the 2020 Voter Engagement Campaign by phone banking
- Participated in virtual lobbying for the New York for All bill with members of the New York State

Legislature

Seth Bloom Campaign for New Orleans Council, Field & Policy Intern September 2017-November 2017

- Coordinated more positive voting support through community organizing and policy research

SKILLS: Basic proficiency in STATA and SPSS programs | Westlaw Essential Legal Research Certification

Section III. References

Honorable Robert Rodriguez (New York State Secretary of State; formerly State Assembly Member heading State Assembly redistricting task force) (212) 828-3953
rjayrodriguez@aol.com

Honorable Kevan Abrahams, Democratic Leader, Nassau County (NY) Legislature (516) 571-6201
kevanabrahams@gmail.com

Carl Hum, Former Executive Director, New York City Council Redistricting Commission (212) 616-5233
chum@rebny.com

Section IV. Plan Implementation

Redistricting Development, Legal, & Process Services include:

- Provide overall guidance and direction to redistricting process
- Develop strategic plan (inception to plan enactment)
- Create public outreach and education efforts in the county redistricting process
- Work with officials to schedule and implement pre-plan public hearing and input process
- Guide commission through legal process before mapping
- Determine if specialized racial voting analysis is warranted and work with mapping specialists *
- Guide county through redistricting plan development
- Assist in conducting draft plan public hearings
- Assist county in development and enactment of final plan and prepare plan for county legislative consideration (and for any corrective action as may be necessary)
- Work with county to defend plan if challenged in court*

*at additional cost

Section V. Cost Quotation

The responder suggests a lump sum retainer of \$60,000 for complete services (plus reimbursable costs for County-requested travel to Albany). This amount is flexible and subject to funds made available for legal services by the County of Albany).

Travel costs would be billed separately for reimbursement, subject to approval by the County.

Expert minority voting analysis can be conducted, if desired by the Commission, through the additional retention of a qualified expert. This cost should average \$10,000 and is not part of this submission's cost quotation.

Section VI. Mandatory Documentation

Due to the end-of-year holiday week, Albany County has agreed to an extension to complete this section since several of the officials necessary to complete the documentation were unavailable. This material shall be forthcoming.

Request for Contract Approval	
Request ID #	6671
Contract #	6771
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A3150 - Correctional Facility
Date submitted	1/5/22
Contact person	Lyons, Michael
Contact Phone	518-869-2741
Vendor	POWERDMS, INC.
Estimated Amount	\$22,787
Estimated Term	8/16/2022-8/15/2023
Scope of Services	Annual Subscription Renewal for PowerDms Software w/730 License manuals, accreditations
Budget Line Item	AA3150
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: January 5, 2022
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: Annual Subscription for POWERDMS software

A handwritten signature in black ink, appearing to read 'Michael J. Lyons', positioned to the right of the 'From:' field.

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and POWERDMS to provide Corrections and Law Enforcement which includes over seven hundred users who need an intuitive platform for managing and connecting their polices, training, and/or accreditation.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Bruce, A. Hidley, County Clerk



Contract Details		Order Details	
Account Number: A-8989		Order #: Q-136763	
Customer: Albany County Sheriff's Office (NY)		Order Date: 8/16/2022	
Sales Rep: Salesforce Administrator		Valid Until: 8/16/2022	
		Subscription Start Date: 8/16/2022	
		Subscription Term (months): 12	
Customer Contact			
Billing Contact:	Albany County Sheriff's Office (NY)	Billing Contact Email:	ronald.murray@albanycountyny.gov
	Ronald Murray	Phone:	(518) 862-5561
Address:	16 Eagle Street	Fax:	
	Albany, NY 12207		
Payment Terms			
Payment Term:	Net 60	Notes:	700-799 user tier
PO Number:			
Subscription Service			

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	8/16/2022	8/15/2023	799	\$19,086.60
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	8/16/2022	8/15/2023	799	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
NYSSA Corrections Accreditation Manual	Recurring	8/16/2022	8/15/2023	1	\$0.00
View Standards Manual electronically.					
PowerDMS Standards for NYSSA Corrections Accreditation	Recurring	8/16/2022	8/15/2023	1	\$850.00
Attach proofs to show compliance with NYSSA Corrections Standard, assign assessment tasks, track revisions, and status-based grading.					
NYSSA Court Security Accreditation Manual	Recurring	8/16/2022	8/15/2023	1	\$0.00
View Standards Manual electronically.					
PowerDMS Standards for NYSSA Court Security Accreditation	Recurring	8/16/2022	8/15/2023	1	\$850.00
Attach proofs to show compliance with NYSSA Court Security Standard, assign assessment tasks, track revisions, and status-based grading.					
NYSSA PSAP Program Accreditation Manual	Recurring	8/16/2022	8/15/2023	1	\$0.00
View standards manual electronically.					
PowerDMS Standards for NYSSA PSAP	Recurring	8/16/2022	8/15/2023	1	\$850.00
Attach proofs to show compliance with NYSSA PSAP Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerDMS Standards NYSSA Civil Accreditation	Recurring	8/16/2022	8/15/2023	1	\$0.00
Attach proofs to show compliance with NYSSA Civil Standard, assign assessment tasks, track revisions, and status-based grading.					
NYSSA Civil Accreditation Manual	Recurring	8/16/2022	8/15/2023	1	\$0.00



Item	Type	Start Date	End Date	Qty	Total
View standards manual electronically.					
NYSDCJS Manual (NY LE Standards)	Recurring	8/16/2022	8/15/2023	1	\$0.00
View Standards Manual electronically.					
PowerDMS Standards for NYSDCJS	Recurring	8/16/2022	8/15/2023	1	\$1,150.00
Attach proofs to show compliance with NYSDCJS Standard, assign assessment tasks, track revisions, and status-based grading.					
TOTAL:					\$22,786.60

BUDGETARY QUOTE

Request for Contract Approval	
Request ID #	6642
Contract #	6742
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A3150 - Correctional Facility
Date submitted	12/14/21
Contact person	Lyons, Michael
Contact Phone	518-869-2741
Vendor	BPI MECHANICAL -DANIEL KEATING
Estimated Amount	\$89,693
Estimated Term	01-01/22-06/15/22
Scope of Services	REPLACE TWO RECO HOT WATER TANKS AND RECONNET PIPING & WIRING TO THE TANKS LOCATED IN THE SUB BASEMENT AT THE ALBANY COUNTY CORRECTIONAL FACILITY.
Budget Line Item	AA3150
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

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: December 14, 2021

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Replacement DHW tanks
RFB 2021-023

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and BPI Mechanical to replace and install two (2) hot water tanks located in the sub-basement at the Correctional facility. The existing tanks are cracked and leaking.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Bruce, A. Hidley, County Clerk

COUNTY OF ALBANY
RFB #2021-023 - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

Note: Please fill in all information and send to the Purchasing Division for a PO.

1. Department Requesting Contract: ___ Corrections _____
2. Requesting County Representative: ___ Dave Weiss _____
 Date: ___ 11/16/21 _____
 (Printed)
3. Trade: _____ Heating _____
4. Contractor Name: _____ BPI Mechanical _____
 Service _____
 Address: _____ 95 Hudson River Rd. _____
 _____ Waterford, NY 12188 _____
 Telephone # _____ Fax # _____
 AlbanyCounty Contract Number: _____
5. Page 2 of this form **must** be included, complete and with Contractor’s signature, before the Purchasing Agent will issue a P.O.
6. Total price to be paid. **This must include ALL costs, including labor and materials**
Price, complete per specifications: \$ _____
7. Start date: _____ Completion date: _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. No goods or services included as a part of this form are to be supplied to the County prior to the receipt of a purchase order by the vendor. If you have any questions concerning this form, please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2021-023 - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted and a purchase order being issued by the Albany County Purchasing Department. This page **MUST** be completed and signed by the vendor prior to the County issuing a purchase order or allowing any work to be performed.

Labor

Number of Employees Working on Job (2)

\$74.13 20 80
 Current Prevailing Wage Markup % #of Hours Per Employee
 (Wage + Benefits)

Grand Total for Labor \$ 14,232.96

Materials

List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total
Heat Exchanger	2	\$29,500	20	\$70,800
Misc pipe/Fittings	2	1000	20	\$2,400
Misc pipe covering	2	200	20	\$480
Misc Electric Wiring	2	200	20	\$480
Shipping (Estimated)	2	650		1300

Grand Total for materials \$ \$75,460

Project total Cost (Labor + Materials) \$ 89,692.96

Daniel Keating 11/16/21
 Contractor Representative- Signature Date

Daniel Keating
 Contractor Representative- Name (Printed)

REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY RECO
HOT WATER TANKS IN SUB BASEMENT SCOPE OF
SERVICES

1. The contractor will supply and install (2) Reco hot water tanks as well as reconnect existing piping and wiring to tanks. Tanks should be of equal value as well as efficiency as outlined here in, and work shall be performed in accordance with all applicable building codes, standards and materials specifications.

2. The contractor shall furnish, install and provide all materials and labor to complete the following:
 - a. Isolate existing tanks and disconnect all electrical as well as existing piping to tanks.
 - b. Furnish and install (2) Reco hot water tanks of equal efficiency to existing tanks.
 - c. Mount and secure tanks per code and safety specifications.
 - d. Reconnect all existing piping to new tanks.
 - e. Connect all existing electrical involved in existing valves/solenoids/thermostats.
 - f. Provide and install miscellaneous fitting for installation as per manufacturers' specifications.
 - g. Re-insulate any pipe as required by manufacturers' specifications.
 - h. Clean up and remove debris on daily basis.
 - i. Existing tanks will be removed by County of Albany.

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 erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.

6. Contractor shall comply with all necessary' OSHA regulations and standards.

7. 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

8. 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 Correctional Facility Supervisor, by the contractor at no additional cost to the County.
9. 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.
10. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas of the sub-basement to the satisfaction of the Superintendent/ designee.
11. 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.
12. Contractor shall provide warranty to cover contractor workmanship for a minimum of 1 year from date of final completion of work.
13. Contractor shall provide manufacturer's standard warranty of 1 year for materials. Warranty shall take effect upon final approval of work by Albany County.
14. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

**RFB 2021-023 HOURLY RATE TRADE
LABOR AGREEMENTS**

			Labor MarkUp	Mateials Markup	Hourly for non-PR
General Construction - Primary		Malor and Company	15%	10%	\$ 59.00
General Construction - Secondary		Eckert Mechanical	65.00%	22%	\$ 86.50
Electrical - Primary		McBain Electric	15%	12%	\$ 92.00
Electrical - Secondary		Harold Clune	60.0%	25.0%	\$ 105.00
Plumbing - Primary		Collett Mechanical	25%	20%	\$ 112.00
Plumbing - Secondary		BPI Mechanical	25.0%	25%	\$ 96.00
HVAC - Primary		BPI Mechanical	20.0%	20%	\$ 96.00
HVAC - Secondary		Collett Mechanical	25%	20%	\$ 112.00
Boiler Repairs - Primary		BPI Mechanical	20%	20%	\$ 96.00
Boiler Repairs - Secondary		NA			
Roofing - Primary		Titan Roofing	70%	20%	\$ 100.00
Roofing - Secondary		DeBrino Caulking	75%	20%	\$ 99.00
Masonry - Primary		Malor and Company	15%	10%	\$ 56.00
Masonry - Secondary		DeBrino Caulking	75%	\$ 20.00	\$ 99.00
Painting - Primary		Malor and Company	15%	10%	\$ 57.00
Painting - Secondary		DeBrino Caulking	75%	20%	\$ 99.00



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
WWW.ALBANYCOUNTY.COM

DAVID LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN STORM
PURCHASING AGENT

NOTICE OF AWARD

April 15, 2021

Dan Keating
BPI Mechanical
95 Hudson River Road
Waterford NY 12188

RE: RFB#2021-023 Trade Labor Agreements

Dear Dan Keating:

You are a successful bidder under Request for Bids #221-023, as referenced above, for the Albany County Department of General Services. The Albany County Contract Administration Board has approved your contract award in an amount not to exceed \$99,999.00 for:

Bid Term: April 1, 2021 – March 31, 2022

Plumbing/Secondary Vendor
HVAC/Primary Vendor
Boiler/Primary Vendor

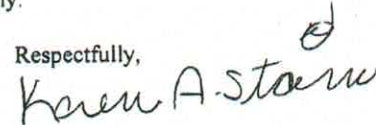
Kindly forward, within fifteen (15) days of the date of this correspondence (April 15, 2021), the following items to the Purchasing Division for review:

1. Certificate(s) of insurance, showing proof that Albany County is named as an additional insured, as required by the Request for Bids

After receipt of same, a contract will be drawn by the Albany County Attorney, and it will be forwarded for your signature.

Thank you for your interest in doing business with the County of Albany.

Respectfully,



Karen A. Storm
Purchasing Agent

KAS:peo
cc: David Latina, Commissioner

Request for Contract Approval	
Request ID #	6665
Contract #	6765
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	NH6020 - Nursing Home
Date submitted	1/4/22
Contact person	Slatky, Larry
Contact Phone	15182138940
Vendor	Eckert Mechanical
Estimated Amount	\$33,750
Estimated Term	January 1, 2022 through December 31, 2024
Scope of Services	Eckert Mechanical will provide preventative maintenance and emergency services to the nursing home HVAC system and repairs with labor as detailed in the Eckert contract.
Budget Line Item	NH6020
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

 Andrew Joyce, Chairman
 Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: January 4, 2022

SUBJECT: Eckert Mechanical

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Eckert Mechanical for a period of thirty-six (36) months. This agreement will be for a contract cost not to exceed \$33,750,00, unless approved contractual work is authorized.

Eckert Mechanical will provide the above services as detailed to our HVAC system.

If any additional information is required, please do not hesitate to contact me.





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

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Andy Lucarelli
Shaker Rehabilitation and Nursing Center

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: October 4, 2021

RE: RFB #2021-119

I am in receipt of your recommendation to award the aforementioned Request for Bids to Eckert Mechanical in the amount of \$33,750.00 for three years with a standard labor rate of \$98.75 per hour and overtime rate of \$145.00 per hour.

As Eckert Mechanical is the low responsive and responsible 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 to the successful bidder.



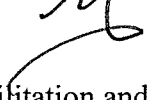
Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Andrew Joyce
Chairman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Larry Slatky 
Executive Director,
Shaker Place Rehabilitation and Nursing Center.

DATE: January 4, 2022

SUBJECT: Eckert Mechanical

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Eckert Mechanical for a period of thirty-six (36) months. This agreement will be for a contract cost not to exceed \$33,750,00, unless approved contractual work is authorized.

Eckert Mechanical will provide the above services as detailed to our HVAC system.

If any additional information is required, please do not hesitate to contact me.



Request for Contract Approval	
Request ID #	6662
Contract #	6762
Contract Type	B) CAB Contracts
Contract Action	B) Amendment
Contract Action Type	
Department	A7410 - Recreation Department
Date submitted	12/23/21
Contact person	Mahoney, Daniel
Contact Phone	5186557946
Vendor	All-American Sports Recreation
Estimated Amount	\$30,000
Estimated Term	09/17/2021-11/04/2021
Scope of Services	The original contract, Contract 6528 of 2021, had an incorrect term listed. There was an error with the start date of the term. In the original contract it read as beginning on 10/17/2021. The first of the six-week programs for Flag Football began on 09/17/2021.
Budget Line Item	AA7410
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

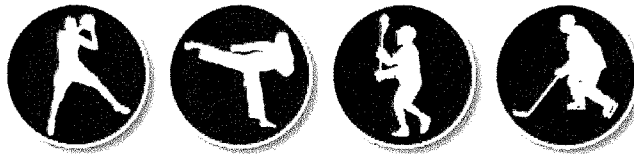
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



ALBANY COUNTY DEPARTMENT OF
RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

John J. D'Antonio
Commissioner

January 5th, 2022

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

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

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

Dear Messrs, McCoy, Joyce, and Hidley,

The Albany County Department of Recreation requests the approval of an amendment to Contract No. 6528 of 2021 with All-American Sports Recreation for Flag Football clinics held at the Watervliet Dome, in Green Island, and at Elm Ave Park and Lansing Park in Bethlehem and Cohoes, respectively. This amendment corrects the term of the contract to accurately reflect the time frame of the programming.

Should you have any questions, please do not hesitate to contact the Department of Recreation office or Daniel Mahoney.

Sincerely,

Albany County Department of Recreation



Request for Contract Approval	
Request ID #	6428
Contract #	6528
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A7410 - Recreation Department
Date submitted	9/10/21
Contact person	Flynn, John
Contact Phone	5186557947
Vendor	All American Sports Recreation
Estimated Amount	\$30,000
Estimated Term	10/17/2021- 11/4/2021
Scope of Services	Flag football for our youth for 4 Municipalities
Budget Line Item	AA7410
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

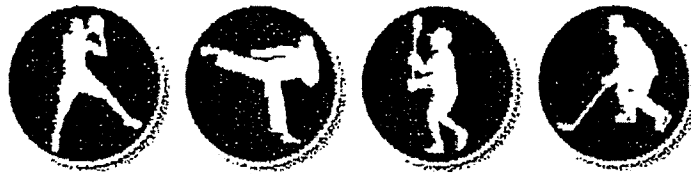
For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



ALBANY COUNTY DEPARTMENT OF
RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

John J. D'Antonio
Commissioner

September 1, 2021

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

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

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

Dear Messrs. McCoy, Joyce, Ridley,

The Albany County Department of Recreation requests approval to contract with All American Sports Recreation to perform skills and drills in Watervliet, Bethlehem, Coeymans and Green Island. The programs are from September 17, 2021 until October 28, 2021. Two RFPs were conducted however due to no respondents, the Department of Recreation was able to secure All American Sports Recreation as a viable vendor.

Should you have any questions, please don't hesitate to contact me.

Commissioner John D' Antonio





DANIEL P. McCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

DATE: September 30, 2021

TO: **John Flynn**

FROM: Robert Daley
Assistant County Attorney

RE: Agreement Between The County of Albany
And All-American Sports Recreation
Contract No: 6528 of 2021

Attached herewith is one agreement(s) of the above referenced agreement.

Kindly forward the agreement to the contractor.

Thank you.

TD/TB
Enclosure

AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
ALL-AMERICAN SPORTS RECREATION

Contract No. 6528 of 2021

This is an Agreement by and between the County of Albany, a municipal corporation, acting by and through its County Executive (on behalf of the Department of Recreation), whose principal place of business is 112 State Street, Albany, New York, 12207 (hereinafter referred to as the "COUNTY") and All-American Sports Recreation, located at 85 Russell Road, Albany, New York 12203 (hereinafter referred to as the "CONTRACTOR," COUNTY and CONTRACTOR each may hereinafter be referred to as the "Party" and together the "Parties").

WITNESSETH:

WHEREAS, the COUNTY an interest in providing a structured instructional youth flag football program to Albany County youth; and

WHEREAS, the CONTRACTOR has submitted a quote to provide the aforesaid services (hereinafter referred to as the "Quote"); and

WHEREAS, the COUNTY has accepted the quote of the CONTRACTOR to provide the aforesaid services; and

WHEREAS, the COUNTY hereby retains the CONTRACTOR to provide the aforementioned services;

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

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; and the Quote, which is incorporated herein by reference and made a part hereof (collectively referred to as 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 Quote.

ARTICLE II. SCOPE OF SERVICES

- 2.1 The Contractor shall provide six (6) week instructional flag football clinics to four (4) municipalities. These services are more particularized in the Contractor's Quote, which is attached hereto as Schedule B.

ARTICLE III. AVAILABLE DATA

All technical or other data relative to the work 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 IV. COOPERATION

The CONTRACTOR shall cooperate with representatives, agents, and employees of the COUNTY and the COUNTY shall cooperate with the representatives, agents and employees of the CONTRACTOR to the end that work may proceed expeditiously and economically.

ARTICLE V. FEES

- 5.1 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 THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS (US currency) as full compensation for all services rendered under this Agreement.
- 5.2 The prices set forth in the Quote shall remain fixed for the entire term of this Agreement.
- 5.3 The parties agree that the dollar amount identified in Paragraph 5.1 of this Agreement includes all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE VI. PAYMENT

Payment shall be made to the CONTRACTOR by the COUNTY as agreed by the parties upon the submission of a properly executed Albany County Claim Form, plus all supporting documentation to the Department of Recreation, and acceptance by the COUNTY of the claim form.

ARTICLE VII. ACCOUNTING RECORDS

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

ARTICLE VIII. ASSIGNMENTS

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

ARTICLE IX. TERM OF AGREEMENT

The contact period shall be from October 17, 2021 and continue in effect through November 4, 2021.

ARTICLE X. LICENSES

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 and shall comply with all applicable laws, rules and regulations.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with 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 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 person 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 Agreement.

ARTICLE XII. RELATIONSHIP

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

ARTICLE XIII. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its employees and agents, from and against all claims, 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 CONTRACTOR, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

ARTICLE XIV. INSURANCE

The CONTRACTOR agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this Agreement,

insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing work, the CONTRACTOR shall furnish to the COUNTY, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the COUNTY.

ARTICLE XV. MACBRIDE PRINCIPLES

The CONTRACTOR hereby represents that said CONTRACTOR is in compliance with the MacBride Principles of Fair Employment as set forth in COUNTY Local Law No. 3 for 1993, in that said CONTRACTOR either (a) has no business operations in Northern Ireland; or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the COUNTY reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. 3 for 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 XVI. APPLICABLE LAW

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

ARTICLE XVII. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the COUNTY for payment, the COUNTY will immediately notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were 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 XVIII. CHANGE IN LEGAL STATUS OR DISSOLUTION

CONTRACTOR shall give the COUNTY thirty (30) days prior written notice of any change in legal status or dissolution of CONTRACTOR during the term of this Agreement.

ARTICLE XIX. REMEDY FOR BREACH

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

ARTICLE XX. MODIFICATION

This Agreement may only be modified by a written amendment executed by the Parties.

ARTICLE XXI. INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XXII. IRANIAN ENERGY SECTOR DIVESTMENT

The CONTRACTOR hereby represents that the CONTRACTOR is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the CONTRACTOR has not:

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

ARTICLE XXIII – PROTECTED HEALTH INFORMATION

To the extent that the CONTRACTOR, by its delivery of services under the terms of this AGREEMENT, comes into possession of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, it agrees to comply with the terms of Appendix A attached hereto and made a part hereof.

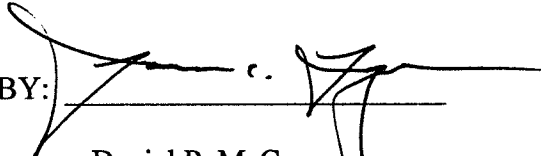
ARTICLE XXIV: ENTIRE AGREEMENT

This Agreement represents the sole and entire contract between the Parties and shall supersede any and all other agreements. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Agreement, and that neither Party has relied on such prior statements or representations in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: 9/29/2021

BY: 

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

ALL-AMERICAN SPORTS RECREATION

DATED: 9-17-21

BY: 

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, 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 29th day of September, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 17th day of September, 2021, before me, the undersigned, personally appeared Frank Rogers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JASON M GINGRAS
Notary Public - State of New York
No. 01GK335865
Qualified in Albany
My Commission Exp. 05/03/2024

Notary Public

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

SCHEDULE B

Contractor's Quote



ALBANY COUNTY DEPARTMENT OF **RECREATION**

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

John J. D'Antonio
Commissioner

September 1, 2021

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

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

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

Dear Messrs. McCoy, Joyce, Ridley,

The Albany County Department of Recreation requests approval to contract with All American Sports Recreation to perform skills and drills in Watervliet, Bethlehem, Coeymans and Green Island. The programs are from September 17, 2021 until October 28, 2021. Two RFPs were conducted however due to no respondents, the Department of Recreation was able to secure All American Sports Recreation as a viable vendor.

Should you have any questions, please don't hesitate to contact me.

Commissioner John D' Antonio



Invoice 1

ALL-AMERICAN SPORTS RECREATION

85 RUSSELL ROAD
ALBANY, NY 12203

KIDZ
1ST

Date
August 24, 2021

To
Albany County
State Street, Albany, NY

YOUTH FLAG FOOTBALL

Instructions
[Add additional instructions]

Quantity	Description	Unit Price	Total
1	Watervliet Dome	6-week Clinic	\$7,500.00
1	Cohoes (Lansing Park)	6-week Clinic	\$7,500.00
1	Green Island	6-week Clinic	\$7,500.00
1	Bethlehem (Elm Ave Park)	6-week Clinic	\$7,500.00
Subtotal			\$30,000.00
Sales Tax			
Shipping & Handling			
Total Due By [Date]			\$30,000.00

Thank you for your business!

Tel: [Telephone]
Fax: [Fax]

Email: [Email]
Web: [Web address]

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

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

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

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the CONTRACTOR, All-American Sports Recreation.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Department of Recreation.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information"- shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the

Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall commence on October 17, 2021 and shall continue in effect through November 4, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

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

G. EFFECT OF TERMINATION

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

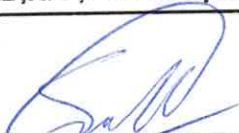
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

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

Request for Contract Approval

Request for Contract Approval	
Request ID #	6667
Contract #	6767
Contract Type	B) CAB Contracts
Contract Action	B) Amendment
Contract Action Type	
Department	A7410 - Recreation Department
Date submitted	1/4/22
Contact person	Mahoney, Daniel
Contact Phone	(518) 655-7946
Vendor	Will Harris/Grind Time Basketball, LLC
Estimated Amount	\$29,030
Estimated Term	7/13/2021-11/14/2021
Scope of Services	This proposed amendment corrects Contract 6471 of 2021 to include a second three-week clinic which elapsed from 10/30/21 to 11/13/21. The original value of \$23,070.00 listed on the contract ought to be increased by \$5,960.00 for a new total cost of \$29,030.00.
Budget Line Item	AA7410
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A



Budget Analyst

1/7/22

Date

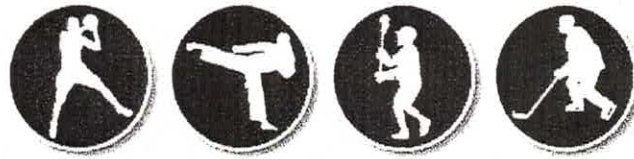
For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



ALBANY COUNTY DEPARTMENT OF
RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

John J. D'Antonio
Commissioner

January 5th, 2022

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

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

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

Dear Messrs, McCoy, Joyce, and Hidley,

The Albany County Department of Recreation requests the approval of an amendment to Contract No. 6471 of 2021 with Grind Time Basketball, LLC for Basketball clinics held at the Watervliet Dome, Mosher Park, and Elm Ave Park. This amendment corrects value of the contract to accurately reflect the inclusion of the cost of a second clinic which was held at these three locations from October 30th, 2021 until November 13th, 2021.

Should you have any questions, please do not hesitate to contact the Department of Recreation office or Daniel Mahoney.

Sincerely,

Albany County Department of Recreation



Request for Contract Approval

Request ID #	6371
Contract #	6471
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A7410 - Recreation Department
Date submitted	7/7/21
Contact person	D'Antonio, John
Contact Phone	5186557907
Vendor	Will Harris
Estimated Amount	\$23,070
Estimated Term	7/13/2021 - 10/14/2021
Scope of Services	Basketball Program for 3 municipalities doing skills and drills
Budget Line Item	AA7410
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



ALBANY COUNTY DEPARTMENT OF
RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

John J. D'Antonio
Commissioner

July 8, 2021

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

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

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

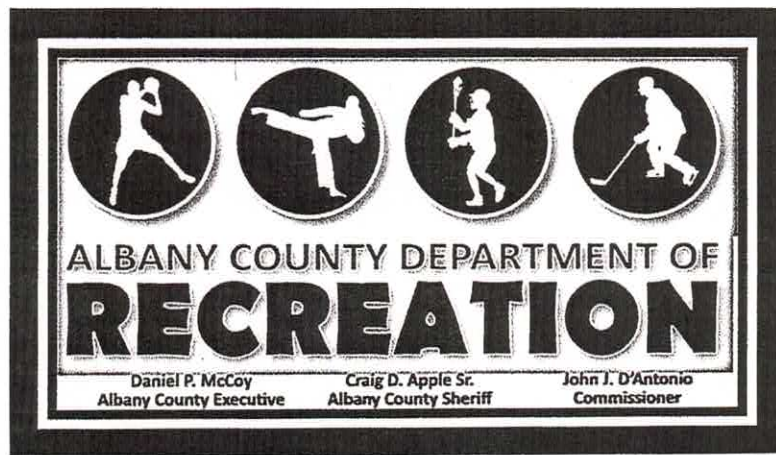
Dear Messrs. McCoy, Joyce, Hidley,

The Albany County Department of Recreation requests approval to contract with Grindtime Basketball to perform skills and drills in Watervliet, Bethlehem and Coeymans. The programs go from August 13 until October 14.

Should you have any questions, please don't hesitate to contact me.

Commissioner John D'Antonio





To: Karen Storm, Purchasing Agent

From: John D'Antonio, Commissioner of Recreation

Subject: RFP 2021-074 Basketball Program

Date: July 8, 2021

The County of Albany Department of Recreation Award RFP 2021-074 recommends Will Harris, for the skills and drills basketball clinics for a total not to exceed \$24,000. Will Harris was the 2nd Lowest bidder as Tay Fischer was the lowest but couldn't accommodate the new dates.

Please return a letter of concurrence so I may submit an award approval request to the Contract Management Board.

If you have any questions, please contact 518-655-7907.

Thank you very much,
John D'Antonio
Commissioner, Albany County Department of Recreation





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

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: John D'Antonio, Commissioner
Department of Recreation

FROM: Karen Storm *Karen*
Purchasing Agent

DATE: July 8, 2021

RE: RFP#2021-074 Basketball Program

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Will Harris, Grind Time Basketball LLC in the amount of \$24,000.00.

I have no objection to the selection of Will Harris, Grind Time Basketball LLC for an award.

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

Name	Total Price for BID					
Will Harris/ GrindTime	23070					



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
Albany County Executive

Daniel C Lynch, Esq.
Deputy County Executive

FROM: Robert Daley
Assistant County Attorney

DATE: August 3, 2021

RE: Agreement Between The County Of Albany
And Will Harris
Contract No: 6471 of 2021

RECEIVED
AUG 03 2021
ALBANY COUNTY
EXECUTIVE OFFICE

Attached herewith is two original of the above referenced agreement.

This agreement has been reviewed and approved for signature.


Please sign each agreement where indicated and return to this office for Distribution.

Thank you for your attention to this matter.

EKC/TB
Attachment

Request for Contract Approval



Request ID #	6371	
Contract #	6471	
Contract Type	B) CAB Contracts	
Contract Action	A) New	
Contract Action Type		
Department	A7410 - Recreation Department	
Date submitted	7/7/21	
Contact person	D'Antonio, John	
Contact Phone	5186557907	
Vendor	Will Harris	
Estimated Amount		\$23,070
Estimated Term	7/13/2021 - 10/14/2021	
Scope of Services	Basketball Program for 3 municipalities doing skills and drills	
Budget Line Item	AA7410	
Fiscal Impact	County 100.00%	
	State 0.00%	
	Federal 0.00%	
BID,RFP,RFQ Completed?	Yes - RFQ	

Sameer Madara 
Budget Analyst

7/8/21
Date

For Contract Board Use:

7/13/21
Date Approved

 <hr/> Daniel P. McCoy Albany County Executive	 <hr/> Bruce A. Hidley Albany County Clerk	<hr/> Andrew Joyce, Chairman Albany County Legislature
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DANIEL P. MCCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

DATE: August 9, 2021

TO: **John D'Antonio**

FROM: Robert Daley
Assistant County Attorney

RE: Agreement Between The County of Albany
And Will Harris
Contract No: 6471 of 2021

Attached herewith is one agreement(s) of the above referenced agreement.

Kindly forward the agreement to the contractor.

Thank you.

TD/TB
Enclosure

AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND WILL HARRIS/GRIND TIME BASKETBALL, LLC FOR
AN INSTRUCTIONAL BASKETBALL CAMP

Contract No. 6471 of 2021

This is an Agreement by and between the County of Albany, a municipal corporation, acting by and through its County Executive, on behalf of the Department of Recreation, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter referred to as the "County") and Will Harris/Grind Time Basketball, LLC, with an address of 11 St. Thomas Ln, Schenectady, New York, 12304 (hereinafter referred to as the "Contractor"). The County and Contractor each may hereinafter be referred to individually as a "[P]arty" and together as the "[p]arties."

WITNESSETH:

WHEREAS, the County has issued a request for proposals for the services of providing a structured instructional youth basketball clinic for children from ages six (6) through thirteen (13), said request having been denominated RFP # 2021—074, and having been issued by the Albany County Purchasing Division (hereinafter the "Purchasing Division") on May 10, 2021, and published on May 20, 2021 (hereinafter called the "RFP"; and

WHEREAS, the Contractor has submitted a proposal on June 2, 2021 to provide the aforesaid services (hereinafter referred to as the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid services as the lowest responsive bidder; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated Agreement with respect thereto;

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

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the RFP, which is incorporated in its entirety by reference and made a part hereof, and the Proposal, which is incorporated herein by reference and made a part hereof (collectively referred to as 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 RFP, and 3) the Proposal.

ARTICLE II. SCOPE OF SERVICES

2.1 The County anticipates approximately 50 children will participate in each session. The cap is 70 children per session. The location, time, and dates of the programs are below:

- Tuesdays 7-9pm July 13th-August 24th Elm ave. park, Bethlehem
- Saturdays 10am-12pm July 17th-August 28th Paine st. park, Green Island
- Thursdays 6pm-8pm September 9th- October 14th Mosher park, Ravena

2.2 The Contractor must have an advanced back-up plan for substitute coaches in the event that the need arises. All coaches must be registered in advance with the AAU (Amateur Athletic Union). This must be done two weeks prior to the first session starting.

2.3 Albany County employees of the Department of Recreation will be on-site for the registration of students. Registration forms shall include the AAU Youth Athlete Individual Membership Application, the Parent/Guardian Medical Information and Consent Forms. The original forms shall be kept on file at the offices of the Department of Recreation. A folder of emergency contact information will be given to the awarded Contractor. It is expected that the contractor keep the emergency information on-site while the program is in progress.

2.4 The Contractor shall provide adequate supervision for all students. This includes abiding by any and all social distancing guidelines. Insuring adequate staffing to keep participants at a safe distance from each other is the sole responsibility of the vendor. Albany County will provide hand sanitizer to the vendor.

2.5 The Contractor shall notify the Albany County Department of Recreation within twenty-four hours if any incident that occurs during the program. In the case of a non-minor injury, the Contractor shall immediately call 911, the parent or guardian of the child and the Department of Recreation staff.

2.6 The Contractor shall have a basic First-Aid Kit on-site at all times for minor injuries. The contractor is responsible for providing the First- Aid Kit.

2.7 The contractor will have an in person meeting with the Department of Recreation two weeks prior to the first program date.

2.8 Vendors must provide their own equipment.

2.9 Require specific training for coaches/staff in sexual abuse and child abuse prevention; healthy relationships and communication skills. Require completion of and adherence to evidence-based, best practice curriculum provided by the Albany County Crime Victim and Sexual Violence Center.

- Require specific prevention education for all athletes through multiple sessions over the course of the sports season. This education will be age appropriate and evidence-based, best practice curriculum with a minimum number of sessions that will be provided by Albany County Crime Victim and Sexual Violence Center staff during/around practices or other group activities.
- Require athletic clubs to assist the Albany County Crime Victim and Sexual Violence Center staff reach out to parents/caregivers to provide information and resources by providing contact information and/or distribution.
- Require coaches to work with the Albany County Crime Victim and Sexual Violence Center to assist athletic clubs in strengthening their internal policies in order to promote sexual violence prevention principals, creating safer spaces for athletes.
- The Crime Victim and Sexual Violence Center is collaborating with the Albany County Recreation Department to provide an original and innovative community based program to protect our children from child abuse. We are taking our expertise and experience to work with the sports pro-grams in Albany County to safeguard our youth.
- We believe that keeping our children safe is the responsibility of the community as a whole. We can provide the education, training, resources, and support necessary to the local sports teams. CVSVC has a long history of community collaborations to address and prevent sexual violence. We want to educate the youth, coaches, and caregivers on sexual violence and interpersonal violence prevention. Our program uses evidence based, best practice curricula to set the standard of community commitment to our children. CVSVC is dedicated to eliminating child sexual abuse in every aspect of our community. CVSVC will assist athletic clubs strengthen their internal policies in order to promote sexual violence prevention principals, creating safer spaces for athletes. As youth sports play such an important role in the lives of children and their families, we are dedicated to working with athletic clubs to address this need.
- Caregivers and coaches want to protect the youth but do not have the knowledge and understanding of the dynamics of child abuse. We will provide education, information, resources and support. Our Athletes First program will train coaches using "Coaching Boys into Men" and "Athletes as Leaders". CVSVC will partner with coaching staff on how to interact with youth and how to support them. We will use age-based curricula like "Kids in the Know", "Healthy Relationship Project", and "Enough Abuse Campaign" to engage the athletes in learning about healthy relationships, boundaries, and communication skills. We will offer caregivers/parents critical education and connection to understand the dynamics of abuse and how to create strong, protective communities where our children thrive.
- CVSVC will also work with the Recreation Department on enhancing the current successful summer program. We will incorporate prevention education by first training the camp staff and then providing weekly educational programming to the campers that is evidence-based, best practice and age appropriate. CVSVC will provide information and resources to staff and campers and to any community member who may be interested. We will complement the existing programming to create a rich and rewarding learning experience.

2.10 The vendor must comply with all NYS executive orders, and NYSDOH guidelines. If for any reason the program must end early, the vendor will only be paid for those programs that have already taken place. The vendor must take attendance, temperature, and screen for Covid at all sessions.

2.11 Contractor will comply with all COVID-19 rules and regulations of the County Health Department as well as NYS Executive Orders, NYS Guideless, and CDC Guidelines that may be in effect at any time during the period of this Agreement. Contractor will ensure that all participants comply with mask and social distancing requirements.

ARTICLE III. AVAILABLE DATA

All technical or other data relative to the work 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 IV. COOPERATION

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

ARTICLE V. FEES

- 5.1 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 TWENTY-THREE THOUSAND AND SEVENTY AND 00/100 (\$23,070.00) (US currency) as full compensation for all services rendered under this Agreement.
- 5.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement.
- 5.3 The parties agree that the dollar amount identified in Paragraph 5.1 of this Agreement includes all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE VI. PAYMENT

Payment shall be made to the Contractor by the County as agreed by the parties upon the submission of a properly executed Albany County Claim Form, plus all supporting documentation to the Department for Recreation, and acceptance by the County of the claim form.

ARTICLE VII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be

subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE VIII. ASSIGNMENTS

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

ARTICLE IX. TERM OF AGREEMENT

The term of this Agreement shall commence on July 13, 2021 and shall continue until November 14, 2021.

ARTICLE X. LICENSES

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 and shall comply with all applicable laws, rules and regulations.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with 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 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 person 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 Agreement.

ARTICLE XII. RELATIONSHIP

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

ARTICLE XIII. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, 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 Contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

The Contractor agrees to procure and maintain without additional expense to the County, until final acceptance by the County, of the services covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing work, the Contractor shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County.

ARTICLE XV. MACBRIDE PRINCIPLES

The Contractor hereby represents that said Contractor is in compliance with the MacBride Principles of Fair Employment as set forth in County Local Law No. 3 for 1993, in that said Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. 3 for 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 XVI. APPLICABLE LAW

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

ARTICLE XVII. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment, the County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were 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 XVIII. CHANGE IN LEGAL STATUS OR DISSOLUTION

Contractor shall give the County thirty (30) days prior written notice of any change in legal status or dissolution of Contractor during the term of this Agreement.

ARTICLE XIX. REMEDY FOR BREACH

In the event of a breach by Contract, 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 contract work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE XX. MODIFICATION

This Agreement may only be modified by a written amendment executed by the Parties.

ARTICLE XXI. INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XXII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIII. PROTECTED HEALTH INFORMATION

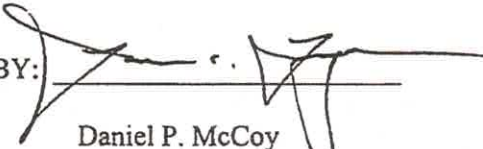
To the extent that the Contractor, by its delivery of services under the terms of this Agreement, comes into possession of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, it agrees to comply with the terms of Appendix "A" attached hereto and made a part hereof.

[The Rest of This Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: 8/5/2021

BY: 

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

WILL HARRIS/GRIND TIME
BASKETBALL, LLC

DATED: 7/14/21

BY: 

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, 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 5th day of August, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

On the 14 day of July, 2021, before me, the undersigned, personally appeared William Harris Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAPHNEY J. KEEVERN
Notary Public - State of New York
No. 01KE6362977
Qualified in Albany County
My Commission Exp. 08/14/2025

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	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

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

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

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the Contractor.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Department of Recreation.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subContractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall commence on execution and shall continue in effect from February 17, 2020 through February 19, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

(a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

(b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

(c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY
JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
Albany County Executive

Daniel C Lynch, Esq.
Deputy County Executive

FROM: Robert Daley
Assistant County Attorney

DATE: August 3, 2021

RE: Agreement Between The County Of Albany
And Will Harris
Contract No: 6471 of 2021

Attached herewith is two original of the above referenced agreement.

This agreement has been reviewed and approved for signature.

Please sign each agreement where indicated and return to this office for Distribution.

Thank you for your attention to this matter.

EKC/TB
Attachment

Request for Contract Approval	
Request ID #	6663
Contract #	6763
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/3/22
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	Rosch Brothers Inc
Estimated Amount	\$29,726
Estimated Term	2/1/2022 - 1/31/2023
Scope of Services	7th Floor Partial Office Renovation Project at the Harold L. Joyce Albany County Office Building at 112 State Street, further detailed in RFB 2021-151. Construction of a new office within an existing open meeting space and removals of adjacent knee-walls, counters and interconnected power & data. The General Contractor shall be solely responsible for satisfaction of all requirements described herein, including all attachments, drawings, and addendums.
Budget Line Item	AA1620
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 3, 2022

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

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of an agreement with Rosch Brothers, Inc. pursuant to RFB 2021-151, 112 STATE STREET 7TH FLOOR PARTIAL OFFICE RENOVATION. Construction of a new office within an existing open meeting space and removals of adjacent knee-walls, counters and interconnected power & data. The General Contractor shall be solely responsible for satisfaction of all requirements described herein, including all attachments, drawings, and addendums.

The total cost of this agreement is \$28,310 with a 5% contingency of \$1,416 for a not to exceed cost of \$29,746.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

Memo

To: David Latina, Commissioner, Department of General Services
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: Karen Storm, Purchasing Agent
Date: January 3, 2022
Re: **RFB #2021-151 –GC- 112 State Street 7th Floor Partial Office Renovation Project**

Recommendation for Award to Rosch Brothers Inc.

Commissioner Latina,

As you are aware, the Facilities Engineering Division, has developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for the **7th Floor Partial Office Renovation Project** at the Harold L. Joyce Albany County Office Building at 112 State Street. Bids for the General Construction prime contract (GC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of all the Bids are attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Rosch Brothers Inc.** at a cost of **\$29,726.00**.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: 112 State Street 7th Floor Partial Office Renovation
Bid Number: 2021-151

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date	Number
12/22/21	1

(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")

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

7. Communication concerning this Bid shall be addressed to:

Rosch Brothers, Inc./William Rosch

424 Old Niskayuna Rd.

Latham, New York 12110

Phone: 518-573-8265

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: **112 State Street 7th Floor Partial Office Renovation**
 Bid Number: **2021-151**

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. Base Bid work shall carry a 5% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<p>Lump Sum Base Bid</p> <p style="text-align: right;">(Price in Words):</p> <p style="text-align: right;">(Price in Numbers):</p>	<p style="text-align: right;">Twenty-eight Thousand Three Hundred Ten Dollars</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: right;">\$ 28,310.00</p> <hr style="border: 0.5px solid black;"/>
<p>5% Contingency Allowance</p>	<p style="text-align: right;">\$ 1,416.00</p> <hr style="border: 0.5px solid black;"/>
<p>TOTAL BID (Base Bid + Contingency Allowance)</p> <p style="text-align: right;">(Price in Words):</p> <p style="text-align: right;">(Price in Numbers):</p>	<p style="text-align: right;">Twenty-nine Thousand Seven Hundred Twenty-six Dollars</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: right;">\$ 29,726.00</p> <hr style="border: 0.5px solid black;"/>

COMPANY: Rosch Brothers, Inc.

ADDRESS: 424 Old Niskayuna Rd.

CITY, STATE, ZIP: Latham, New York 12110

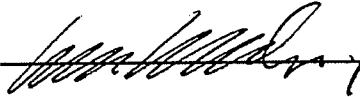
TEL. NO.: 4518-573-8265

FAX NO.: 518-785-4660

FEDERAL TAX ID NO.: 14-1281468

REPRESENTATIVE: William Rosch

E-MAIL: bill@roschbrothers.com

SIGNATURE AND TITLE  / Vice Pres.

DATE December 30, 2021

BF4

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 William Rosch

Vice President

Title

Rosch Brothers, Inc.

Company Name

December 30, 2021

Date

**ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

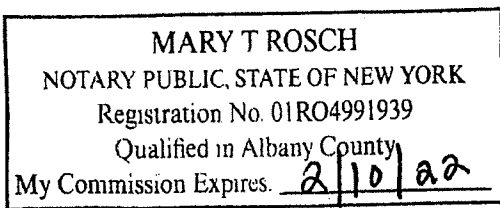
On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

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

On this 30th day of December, 20021, before me personally appeared William Rosch to me known, who, being by me sworn, did say that he resides at (give address) 27 Norbrick Dr., Albany, NY 12205; that he is the (give title) Vice President of the (name of corporation) Rosch Brothers, 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.



Mary T. Rosch
Notary Public, State of New York
Qualified in New York State
Commission Expires 2/10/22

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: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Rosch Brothers, Inc. 424 Old Niskayuna Rd. Latham, New York 12110		3. IDENTIFICATION NUMBERS a) FEIN # 14-1281468 b) DUNS # 002098173	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.roschbrothers.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 424 Old Niskayuna Rd. Latham, New York 12110		7. TELEPHONE NUMBER 518-573-8265	8. FAX NUMBER 518-785-4660
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 William Rosch Title Vice President Telephone Number 518-573-8265 Fax Number 518-785-4660 e-mail bill@roschbrothers.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Timothy R. Conlon	TITLE President/Treasurer	b) NAME William Rosch	TITLE Vice President/Secretary
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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a)	<ol style="list-style-type: none"> 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. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> 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> 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS 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.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY 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 # 14-1281468

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

CERTIFICATION:

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

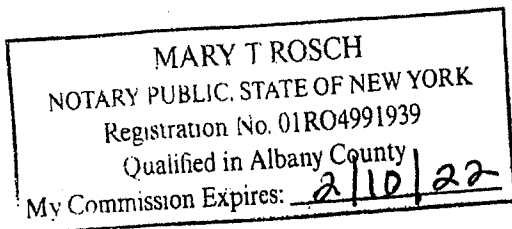
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information 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
Rosch Brothers, Inc.
Address
424 Old Niskayuna Rd.
City, State, Zip
Latham, NY 12110

Signature of Owner [Signature]
Printed Name of Signatory William Rosch
Title Vice President

Sworn before me this 30th day of December, 2021;
Mary T. Rosch
Notary Public



Mary T. Rosch
Printed Name
Mary T. Rosch
Signature
December 30, 2021
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 William Rosch

Vice President

Title

December 30, 2021
Date

Rosch Brothers, 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: _____

Address: _____

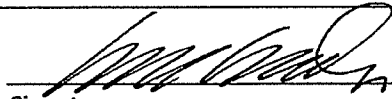
Phone Number(s): _____

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):

N/A

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

112 State Street 7th Floor Office Space Suite 710 Renovation- RFP/RFB #2021-151



Signature

William Rosch

Printed Name

Vice President

Title

December 30, 2021

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? 99 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. Project: Trustco Bank - Vischer Ferry Auto Damage Repair, 1541 Crescent Rd., Clifton Park, NY
Reference: Trustco Bank/Mike Lofrumento, 5 Samowski Dr., Glenville, NY, 518-344-5079
Completion date: July 2021 Original Contract Bid Price: \$50,921.69
Completed Cost: \$41,200.00

2. Project: Peter Harris Clothes Delmar Tenants, 417 Kenwood Ave., Delmar, NY
Reference: Peter Harris Clothes/Peter Elitzer, 952 Troy-Schenectady Rd., Latham, NY, 518-785-1650 Ext 106
Completion date: November 2021 Original Contract Bid Price: \$155,000.00
Completed Cost: \$151,202.00

3. Project: Chase Bank - Guilderland Interior Reconstruction, 2027 Western Ave., Guilderland, NY
Reference: The Pike Company, Inc./Michael Gestwick, 20 Loudonville Rd., Albany, NY, 518-371-5900 Ext 3304
Completion date: May 2021 Original Contract Bid Price: \$136,980.00
Complete Cost: \$166,442.00

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.

Project: Unity House, NICIP Accessibility Renovations, 435 4th St., Troy, NY

Contract Amount: \$568,000.00 Percentage Completed: 18%

Project: D.R. Evarts Library, Handicap Accessibility Renovations, 80 Second St., Athens, NY

Contract Amount: \$303,900.00 Percentage Completed: 70%

Project: Hudson Valley Community College, Albany Airport Hanger General Contract Work, Albany, NY

Contract Amount: \$84,800.00 Percentage Completed: 68%

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.

Electrical

Painting

Floor Patching

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:Gallagher - Insurance, Risk Management

Greg Scott - 30 Century Hill Dr., Site 200, Latham, NY 12110 - 518-391-2219

Trustco Bank:

Pratik Shah - 6 Metro Park Rd., Albany, NY 12205 - 518-381-3699 Ext. 1820

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Available upon request

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.

Rosch Brothers, Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 424 Old Niskayuna Rd., Latham, NY 12110

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

Timothy R. Conlon - President/Treasurer

William Rosch - Vice President/Secretary

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.

Rosch Brothers, Inc.

Firm

Dated: December 30, 2021

By



William Rosch

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: RFP/RFB #2021-151

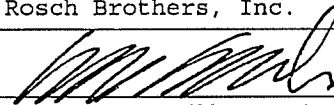
112 State Street 7th Floor Partial Office Renovation

County of Albany

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: Rosch Brothers, Inc.

By:



(Signature)

William Rosch

(Typed)

Title: Vice President

Date: December 30, 2021

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Rosch Brothers, Inc.
424 Old Niskayuna Rd.
Latham, NY 12110

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

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
Albany, NY 12207

BOND AMOUNT: Five Percent of Contract Amount (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bid Number 2021-151, 112 State St. 7th Floor Partial Office Renovation Minor demolition, minor framing, drywall, taping and paint. New Outlets, lights and switches

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 30th day of December, 2021



Nancy T. Rosch
(Witness)

Rosch Brothers, Inc.

(Principal)


Vice President
(Title)

(Seal)


Joseph V. Cardinale
(Witness)

United States Fire Insurance Company

(Surety)


Gary A. Cardinale, Attorney-in-Fact
(Title)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

AIA Document A310[™] – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

STATEMENT OF SURETY'S INTENT

TO: Albany County Department of General Services

We Have Reviewed The Bid of Rosch Brothers, Inc.

(Contractor)

of 424 Old Niskayuna Rd. Latham, NY 12110

(Address)

for Bid Number 2021-151, 112 State St. 7th Floor Partial Office Renovation Minor demolition,
minor framing, drywall, taping and paint. New Outlets, lights and switches

Bids for Which Will be Received On: December 30, 2021

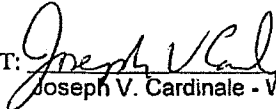
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

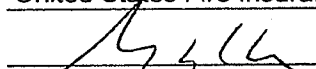
Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of

ATTEST:


Joseph V. Cardinale - Witness

United States Fire Insurance Company


Surety's Authorized Signature(s)

Gary A. Cardinale, Attorney In Fact

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

**(This form must be complete and submitted with the Proposal.
Copies of this form may be filled out and attached to this page.)**

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York
COUNTY OF Albany) SS.:

On the 30th day of December in the year 2021, before me, the undersigned, personally appeared William Rosch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARY T. ROSCH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO4991939
Qualified in Albany County
My Commission Expires: 2/10/22

Mary T. Rosch
Notary Public

ACKNOWLEDGMENT OF SURETY

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

On the 30th day of December in the year 2021, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wendy Marie Montante
Notary Public

WENDY MARIE MONTANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MO6411197
Qualified in Erie County
Commission Expires November 01, 2024

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

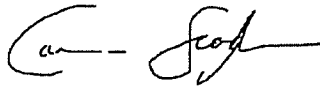
AT DECEMBER 31, 2020

<u>ASSETS</u>	
Bonds (Amortized Value).....	1,271,745,314
Preferred Stocks (Market Value).....	12,500,000
Common Stocks (Market Value).....	1,367,179,277
Mortgage Loans (Market Value).....	129,482,676
Cash, Cash Equivalents, and Short Term Investments.....	872,418,743
Derivatives.....	22,295,392
Other Invested Assets.....	381,854,569
Investment Income Due and Accrued.....	10,633,412
Premiums and Considerations.....	361,050,764
Amounts Recoverable from Reinsurers.....	37,752,224
Funds Held by or Deposited with Reinsured Companies.....	9,551,031
Current Income Taxes Recoverable.....	99,753
Net Deferred Tax Asset.....	189,212,579
Electronic Data Processing Equipment.....	2,976,676
Receivables from Parent, Subsidiaries and Affiliates.....	66,045,263
Other Assets.....	83,625,922
TOTAL ASSETS.....	\$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,773,113,441
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	96,184,770
Loss Adjustment Expenses.....	379,712,166
Commissions Payable, Contingent Commissions and Other Similar Charges.....	10,938,946
Other Expenses (Excluding Taxes, Licenses and Fees).....	74,050,735
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,112,482
Unearned Premiums.....	711,160,035
Advance Premium.....	10,524,196
Ceded Reinsurance Premiums Payable.....	39,739,814
Funds Held by Company under Reinsurance Treaties.....	27,831,610
Amounts Withheld by Company for Account of Others.....	111,982,736
Provision for Reinsurance.....	1,603,526
Payable to Parent, Subsidiaries and Affiliates.....	11,258,344
Other Liabilities.....	32,706,068
TOTAL LIABILITIES.....	\$ 3,299,918,869
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,657,074,940
Unassigned Funds (Surplus).....	(157,350,214)
Surplus as Regards Policyholders.....	1,518,504,726
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,818,423,595

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01102432421

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Gary A. Cardinale

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of *December* 20 21

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

RFB#2021-151		
112 State Street 7th Floor Partial Office Renovation		
Vendor	Rosch Brothers Inc	Divietro Construction
Bid Bond 5%	Bond	
Lump Sum Base Bid	\$ 28,310.00	\$ 28,500.00
5% Contingency	\$ 1,416.00	\$ 1,425.00
Total Bid	\$ 29,726.00	\$ 29,925.00