Personnel Committee

TUESDAY, JULY 2, 2024

INDEX OF RESOLUTIONS:		
COMMITTEE	**RESOLUTION**	**TITLE**
Per/C/B/R	**G/3**	**RESOLUTION AUTHORIZING AGREEMENT FOR REGIONAL BUSINESS WORKFORCE DEVELOPMENT SERVICES UNDER THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD - DEPARTMENT OF EMPLOYMENT & TRAINING** **Motion Made By:** **Seconded By:** **In Favor:** **Opposed:** **Notes:**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Wysocki, Patire, Zalewski

Sent To: Personnel **Committee** **Date** July 9, 2024

Resolution No. G/3

RESOLUTION AUTHORIZING AGREEMENT FOR REGIONAL BUSINESS WORKFORCE DEVELOPMENT SERVICES UNDER THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD - DEPARTMENT OF EMPLOYMENT & TRAINING

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County, as the Grant Recipient for the Capital Region Workforce Development Board, is required under the Workforce Innovation and Opportunity Act (WIOA) to provide business workforce development services to area employers; and

WHEREAS, Business workforce development services include, but are not limited to, performing a variety of attraction, placement, retention, and training services for businesses located in the Capital Region focusing on design and development of program services that will be effective in working with employers and job seekers, including specific target populations; and

WHEREAS, The Department of Employment & Training is seeking Legislative authorization to enter into an agreement with the Center for Economic Growth ("CEG") to provide these coordinated services to serve businesses with their workforce development needs; and

WHEREAS, The amount required to fund the program is funded entirely by Federal monies; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, the total expended over the life of the same, which shall not exceed budgeted appropriations and the name and address of the contracting party is as follows:

CONTRACT DESCRIPTION	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT**
Business Workforce Development Services (07/01/2024 – 06/30/2025)	Center for Economic Growth (CEG) 5 Computer Drive S Albany, NY 12205	CD.6291.04700	$ 108,900.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
July 9, 2024

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

RENSSELAER COUNTY DEPARTMENT OF EMPLOYMENT AND TRAINING

AGREEMENT FOR DELEGATION OF ACTIVITIES

Subgrantee: Center for Economic Growth (CEG)

Program Name: Capital Region Workforce Development Board Regional

Business Services

Term of Agreement: July 1, 2024 through June 30, 2025

Approved Total Budget: Not to exceed $108,900.00

This Agreement including the attached provisions, shall govern activities conducted, subject to the receipt of funds under the Workforce Innovation & Opportunity Act (WIOA), by the above-named "Subgrantee" on behalf of the Rensselaer County Department of Employment and Training subsequently referred to as the "Grantee".

The Signatories agree to the following provisions:

1. **Compliance with Regulations:**

   The Subgrantee will comply with the applicable requirements of the Workforce Innovation and Opportunity Act, any subsequent amendments, and the regulations promulgated thereunder.

2. **Laws Applicable:**

   The Subgrantee will comply with all applicable Federal, State and Local laws, rules and regulations which deal with or relate to the employment of persons who perform work, or are trained under the Agreement, including the provisions of the Fair Labor Standards Act, the Civil Rights Act of 1964, Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Executive Order 11375 as supplemented in Department of Labor regulation (41 CFR Part 60). The Subgrantee will maintain appropriate standards for health and safety in the work and training situations in accordance with the Occupational Safety and Health Act (OSHA), the Contract Work Hours and Safety Standards Act.

3. **Hold Harmless:**

   The Subgrantee/Employer acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly, the subgrantee/employer agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the subgrantee/employer, its agents or employees which occurs during the performance of the services to be provided hereunder. Subgrantee/employer further agrees to maintain during the term of this agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably

satisfactory to the County, and provided to the County proof of all such insurance coverage at the time of the execution of this agreement by subgrantee/employer.

4. **Venue Provision for Out of State Subgrantees/Employers**

   In the event either party to this agreement shall initiate litigation against either party to protect or enforce any right or benefit in favor of such party under the terms of this agreement, the parties hereby mutually agree that the Supreme Court of New York State shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be the County of Rensselaer, New York.

5. **Monitoring, Inspections and Audits:**

   The Grantee shall monitor, oversee, evaluate and provide policy guidance to the Subgrantee in the conduct of all activities under this Agreement. The Subgrantee agrees to cooperate with any monitoring, inspection, audit or investigation of activities related to this Agreement as may be conducted by the Grantee, State of New York, U.S. Department of Labor, the Controller General of the United States or their duly authorized representative(s). The Subgrantee agrees to make available for examination any and all records with respect to matters covered by this Agreement and shall permit such entities to audit, examine and make excerpts and transcriptions, in whole or in part, from such records and to make audits of all contracts, invoices, materials, payments to or on the behalf of all participants, records of personnel, conditions of employment and all other appropriate information.
   Such access shall be granted with or without previous announcement and shall include provisions by the Subgrantee of suitable work space for such monitoring, inspection, audit or investigation to be conducted. The Grantee shall further require that each Subgrantee establish internal management procedures to monitor its programs through review of data, observation of operations and examination of records related to its Agreement, in order to ensure compliance with the provisions of this sub- agreement, the WIA and regulations.

6. **Retention and Access of Records:**

   All records pertinent to this Agreement, including financial, statistical, property and participant, and supporting documentation, SHALL BE RETAINED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT OF THIS AGREEMENT or until all audits are complete and findings on all claims have been fully resolved. Subgrantees not able to retain the necessary WIA participant and financial records shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.

7. **Public Information Restriction:**

   The Subgrantee is prohibited from releasing any Employment and Training program related information or publicity to the media or any other party requesting information unless expressed written permission is obtained directly from the Commissioner of the Rensselaer County Department of Employment and Training by the Subgrantee.

8. **Recruiting and Hiring of Personnel:**

   The Subgrantee shall be responsible for hiring all staff personnel in accordance with established merit and Equal Opportunity provisions, and the funds estimated for the employment of such personnel, both of type and in number, shall not be used for any other purpose without written authorization from the Grantee.

9. Schedule of Payments:

Subject to the receipt of funds from the New York State Department of Labor, and in accordance with regulations established by the United States Department of Labor, The Grantee agrees to reimburse the Subgrantee for authorized expenditures. The Grantee, under this Agreement, agrees to provide the Subgrantee with funding which shall not exceed $108,900.00. The Subgrantee agrees that no more than 10% will be used for administrative purposes and that all expenditures shall be in compliance with New York State Department of Labor established cost categories and with the attached Budget Summary (Attachment B). Reimbursement will be on a monthly basis. Subgrantees shall file a standard County vendor claim with the Grantee in sufficient detail to support payment through the Grantee's accounting procedures at one (1) month intervals. All vendor claims shall be submitted to the Grantee within seven (7) days of the end of the pay period most closely coinciding with the end of the calendar month. Failure to submit claims within thirty (30) days of the end of the month shall constitute grounds for disapproval of expenditures and termination of the Agreement. Within thirty (30) days the Grantee will approve or disapprove payment of these claims and will make payment equal to the amount of approved expenditures of the Subgrantee. All reimbursements are subject to audit, and the Subgrantee will be responsible for repayment of all expenditures that may be disallowed.

10. Bonding:

Every officer, director, agent or employee of a Subgrantee of funds who is authorized to act on behalf of a Subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs, shall be bonded to provide protection against loss. The amount of coverage shall be a minimum of $5,000 unless otherwise specified in this Agreement. The subgrantee is exempt from this clause if a comprehensive Fiduciary Liability Policy is in place.

11. Modification/Amendment of Agreements:

The Grantee may from time to time request revisions in the scope of the services to be performed by the Subgrantee. Modifications or amendments shall be bilateral in nature except when required by changes in U.S. Department of Labor or State of New York regulations, policies or funding, or when required by a change in State or Federal law. Any changes, including any increase or decrease in the amount of the Sub Grantee's compensation, which are mutually agreed upon by and between the Grantee and Subgrantee, shall be incorporated in written amendments to this Agreement.

12. Termination:

The performance of work under this Agreement may be terminated in whole or specific sub-part for cause, which shall include:

- Termination for Convenience: Either the Grantee or Subgrantee may request a termination for convenience, and may mutually agree that the continuation of this Agreement would not prove beneficial commensurate with further expenditure of funds.

- Termination for Cause: Failure, for any reason, in the judgment of the Grantee, of the Subgrantee to fulfill in a timely and proper manner its obligations under the Agreement, including compliance with the approved program and attached conditions, and such statutes, Executive

Orders, or New York State Department of Labor directives as may become generally applicable at any time.

13. **Relationship of Grantee and Subgrantee:**

The Grantee and Subgrantee agree that the Grantee shall not be liable for any action of the Subgrantee or its employees, and nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between the Grantee and Subgrantee or its employee. The Subgrantee is considered at all times and for all purposes independent, and shall be responsible for the manner in which it performs the activities delegated under this Agreement.

14. **Authorization and Funding Contingency:**

The Grantee and Subgrantee recognize and accept the fact that major changes to this grant, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operation due to new or revised WIOA legislation. The Grantee and Subgrantee agree that any such changes deemed necessary by the secretary of labor shall be incorporated into this agreement. The Grantee and Subgrantee expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or federal funding is relied upon by the county for the payment of goods, labor or services to be furnished by subgrantee/employer under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the county upon prior written notice to subgrantee/employer.

15. **Assurances and Certification:**

The Subgrantee assures and certifies that:

- The Subgrantee possesses legal authority to apply for the program funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the request for funding including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required;

- Training and related services will be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become self-sufficient;

- The Subgrantee shall provide Worker's Compensation and disability benefits insurance in accordance with the Laws of New York State for all employees covered under the terms of the Agreement. It is further understood that the Subgrantee shall provide general liability and auto liability insurance where applicable for all employees under this Agreement.

16. **Conflict of Interest:**

Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Subgrantee, its executive staff and employees, in administering this agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

17. Sectarian Activity:

The Subgrantee shall assure the Grantee that no participant in the program shall be employed on the construction, operation, or maintenance of as much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

18. Complaints and Grievances:

Disputes or complaints of alleged violation of the WIOA in the implementation of this Agreement which are not settled by informal means may utilize the complaint procedure which is available at the Department of Employment and Training and provided to all participants at intake. This procedure is to be utilized by any participant, private person, organization, or agency desiring to appeal decisions or actions taken by the County, its contractors, or subcontractors.

19. Fraud, Abuse & Other Criminal Activity:

For programs funded under the WIOA, pursuant to 20 CFR 629.55, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Secretary of Labor of the United States Department of Labor.

20. Debarment, Suspension and Other Responsibility Matters:

The Subgrantee/Employer certifies to the best of its knowledge and belief, that it and its principals:

- are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- are not presently indicted for or otherwise criminally or civil charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 17 (b) of this certification; and
- have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Subgrantee/Employer is unable to certify to any of the statements mentioned above, a written explanation will be required and attached to the Agreement.

21. Assignment Preclusion:

The Subgrantee agrees that it shall not assign, transfer, convey, or sublet this Agreement, or otherwise dispose of the same or his right, title and interest therein, or of his power to execute such Agreement to any other person or corporation without the previous consent in writing of the Grantee.

22. Non - Duplicative Reimbursement:

Signature of this Agreement constitutes certification by the Subgrantee that payment request will not duplicate reimbursement of costs and services received from other sources. The Subgrantee also assures that WIA funds and PELL/SEOG and/or other Federal, State or local grants available to the participant, will not be used for the same expenses.

23. Covenant Against Contingent Fees:

The Subgrantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, or breach or violation of this warranty. The Grantee shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the award, or otherwise recover the full amount of such commission, percent, brokerage or contingent fee.

24. Non-Discrimination/Equal Opportunity:

As a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, as amended (WIOA), including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964; as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Educational Amendments of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

25. Program Income

The Subgrantee shall ensure that no program income is generated by the activities funded by this Agreement.

26. Political Activities

No funds received pursuant to this Agreement will be used to encourage, promote, or otherwise support any political candidate or party, nor shall any participant be selected or promoted based on that person's political affiliation or beliefs.

27. Medicaid Corporate Compliance

Subgrantee represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C. l 320a-7b (f) or in any other government payment program. Subgrantee further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. the General Services Administration's Federal Excluded Party List System or any successor list;

b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. the New York State Department of Health's Office of the Medicaid Inspector General's list of restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Subgrantee, said Subgrantee shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Subgrantee fails to fulfill its obligations under this section.

28. **Priority of Service for WIOA Title I Funds**

To be used for Intensive & Training Services:

1. Public assistance and low-income veterans (or eligible spouses of veterans)
2. Public assistance and low-income non-veterans
3. Veterans (or eligible spouses of veterans) who are not low-income or receiving public assistance
4. Adults who are non-veterans who are not low income or receiving public assistance

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall pass the requirements of A.l. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The signer shall require that the language of this certification be included in

the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31,
U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-

financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovations and Opportunity Act will be American made. See WIOA Section 505 - Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level
II. This limitation shall not apply to vendors providing goods and services as defined in 0MB Circular
A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" *(NA),* Public Law 107-288 (38 USC 4215). The *NA* provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

STATE
CERTIFICATIONS

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND OUTSTANDING DEBTS

The undersigned, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

No principal or executive officer of the contractor's/vendor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and

The contractor/vendor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.

The contractor/vendor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the Labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

B. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern

   Ireland: Yes ____ No _X_

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

   Yes No

C. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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 to bid for the purpose of restricting competition.

D. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdfand further certifies that it will not utilize on such a Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Labor receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Labor will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Labor shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Department reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

Attachment A

Center for Economic Growth (CEG)

Capital Region Workforce Development Board Business Services

Agreement for the Delegation of Activities between The Center for Economic Growth (CEG) and the Rensselaer County E & T (grant recipient for the Capital Region Workforce Development Board)

Introduction

The Rensselaer County Department of Employment & Training ("grantee") shall pay The Center for Economic Growth ("subgrantee") in accordance with the enclosed budget, attached hereto and made a part hereof. Any and all requests for payment to be made, including any request of partial payment made in proportion to the work completed, shall be submitted by the subgrantee on properly executed payment vouchers of the grantee and paid only after approval of the grantee. Except where otherwise expressly stated in this Agreement, no payment shall be made to the subgrantee for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. With return of an executed agreement by the subgrantee, The Center for Economic Growth shall attach a payment voucher completed in accordance with the terms of this agreement, subject to review and approval of the Rensselaer County Department of Employment & Training. This agreement may be renewed for an additional year if contract goals and measures are obtained.

Work Statement

The Center for Economic Growth (CEG) will serve as the Employer of Record (EOR) for the Capital Region Workforce Development Board (WDB) in employing one (1) staff person as an Assistant Director for Business Workforce Development Services.

The Assistant Director for Business Workforce Development Services will be supervised by the Executive Director of the Capital Region WDB.

Contract extension

The grantee reserves the right to extend this contract for an additional one- year increments.

Support Statement

The Grantee will grant a total not to exceed $108,900.00 to the Subgrantee to serve as the Employer of Record for the Assistant Director for Business Workforce Development Services. The funds will be expended in accordance with the attached Budget and the laws governing WIOA.

Attachment B

Budget Backup

The Center for Economic Growth (CEG)

Capital Region Business Workforce Development Services

July 1, 2024 through June 30, 2025

Direct Personnel

Assistant Director for Business Workforce Development Services	
Salary & fringe (not to exceed)	$95,200.00

Operating Expenses

Travel	$1,800.00
Staff Training	$2,000.00

Administrative

Administrative Costs (10% cap)	$9,900.00

TOTAL	**$108,900.00**

,,,

RENSSELAER COUNTY DEPARTMENT OF EMPLOYMENT AND TRAINING

SIGNATURE PAGE

IN WITNESS WHEREOF: this agreement has been executed by the duly authorized officers of their respective Parties on the date stated above.

THE CENTER FOR ECONOMIC GROWTH	RENSSELAER COUNTY, NEW YORK
By: _____	By: _____
Name: _____	Name: Steven F. McLaughlin
Title: _____	Title: County Executive
Date: _____	Date: _____

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: XXX P Resolution:_____

Title of Legislation: Agreement for regional business workforce development services for employers in the Capital Region

Requested by: Department of Employment & Training

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:
   $ 108,900.00

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $108,900 and length of time federal funding is available on going. Is it available for ongoing expenses? Yes XX or No ___
   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal $_____
      Total projected interest costs $_____
   d) Tax levy impact for current year $0_____ and ongoing $0_____
   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No XX_____

4) Length of expense or project (one time only, ongoing, etc.): 7/1/2024 – 06/30/2025

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: As part of awarded federal funding to the Capital Region Workforce Development Board (Rensselaer County grant recipient), there is the requirement to provide regional business services for talent attraction and retention to employers, connecting jobseekers to businesses, and assisting employers with upskilling their current workforce.