

Albany County Request for Contract Approval

Contract #	2023-1350
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Thursday, October 05, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	DeNooyer Cheverolet 127 Wolf Road, Albany, New York 12205
Estimated Amount	\$52,497.50
Estimated Term	10/1/2023 to 9/30/2023
Scope of Services	Purchase a vehicle for the Albany County Sheriff Office utilizing a piggyback award from the Fabius Fire Department.
Budget Line Item	AA3110 - 22400 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: October 5, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase (Contract Request 2023-1350)

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Sheriff's Emergency Management Unit utilizing a piggyback award from the Fabius Fire Department.

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



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

Albany County Sheriff's Office

BUYER'S NAME
16 Eagle St Rm 79

STREET ADDRESS
Albany

NY

12207

CITY

(518) 487-5400

STATE

(518) 447-7140

ZIP

RES. PHONE

Patrick Francis

BUS. PHONE

patrick.francis@albanycountyny.gov

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2023 STOCK # F23900

MAKE Chevrolet MODEL Tahoe

BODY TYPE SUV # 8 ☒ AUTO ☐ SP. ☒ 4 WD

BODY COLOR Radiant Red TRIM SSV

VIN 1GNSKLED4PR453776

DEL. DATE MILEAGE

ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty.

THE TRADE

YEAR MAKE

MODEL BODY

COLOR TYPE

VIN MILEAGE

PLATE EXP. NO. DATE NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS

AMOUNT GOOD UNTIL WHEN CONTACTED WHOM

ACCT. NO. PHONE

INSURANCE

INS. AGT. PHONE

ADDRESS

INS. CO.

POL. NO.

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.

ADDITIONAL DEPOSIT

TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

*** NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED

CHECK ONLY.

BUYER'S SIGNATURE

DATE

ACCEPTED BY

DATE

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE \$52300.00

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)

FACTORY INSTALLED EQUIPMENT

OPTION CODE

VEHICLE IN STOCK ON THE LOT

PIGGYBACK OFF OF FABIUS FIRE DIST

DEALER INSTALLED EQUIPMENT AND SERVICES

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH

F.E.E.S. 10/05/2023 Purchaser's Initials: Date:

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$52300.00

TRADE-IN ALLOWANCE

OTHER (ITEMIZE)

TAXABLE CASH DIFFERENCE

COUNTY Albany TAXES AT EXEMPT%

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. \$175.00

TOTAL SELLING PRICE \$52497.50

PLUS BALANCE OWING ON TRADE-IN

NET

LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)

CASH DUE ON DELIVERY \$52497.50



Vehicle Locator

Dealer Information

DENOOYER CHEVROLET, INC.

127 WOLF RD

ALBANY, NY 12205

Phone: 518-458-7700

Fax: 518-458-8263

1GNSKLED4PR453776

Model Year: 2023

Make: Chevrolet

Model: Tahoe

CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GNT-Radiant Red Tintcoat

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel
Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

Event Code: 5000-Delivered to Dealer

Order #: CDSK2Z

Order Type: FNR-Fleet Commercial

Stock #: N/A

Inventory Status: N/A

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

6C7-(SEO) Lighting, Red/White front, aux dome

6J3-(SEO) Wiring - Grille Lamp and Speakers

6J4-(SEO) Wiring - Horn/Siren Circuit

AMF-Remote Keyless Entry Package

B30-Floor Covering: Carpet, Color Keyed

B58-Floor Mats, color-keyed, carpeted 1st and
2nd row

BCV-(SEO) Calibration, Rear Door Auto Lock
Disable

BTV-Remote Engine Starting Pkg

GNT-Radiant Red Tintcoat

PQA-1WT/1CX/1FL Safety Package

QAE-Tires: 275/60 R20 All Terrain, Blackwall

RD4-Wheels: 20" Painted Aluminum
w/machine face

UN9-(SEO) Radio Suppression Package

No Cost Options

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

MHU-Transmission, 10sp, 10L80 Gen 2

NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions

VQ2-Holdback N/A, Dealer Fleet Assistance

Other Options

1FL-Commercial / Fleet Preferred Equipment Group

5J9-Calibration, Taillamp Flasher, Red/White (SEO)

5W4-Vehicle Special Service, Municipal (SEO)

A2X-Power Seat Adjuster (Driver's Side)

ATD-Seat Delete: Third Row

AY0-Airbags-frontal, front seat side-impact and roof-rail

BVE-Assist Steps, Black

CJ2-Climate Control, Electronic - Multi-zone

GU5-Rear Axle: 3.23 Ratio

IOR-Chevrolet Infotainment, 7" Color Screen

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

N37-Steering Column, Manual Tilt & Telescoping

R6J-Ship Thru Code Acknowledgement

T8Z-Buckle-To-Drive

U2J-SiriusXM Satellite Radio, Delete

UDD-Driver Info Display

UE4-Following Distance Indicator

UHX-Lane Keep Assist/Departure Warning

UK3-Radio Controls -Steering Wheel

USR-USB Data ports, 2 within center console

UTJ-Theft Protection System, Unauthorized Entry

V53-Luggage rack side rails - none

VPV-Ship thru charge: Kerr Industr., Arlington, TX

YK6-SEO Processing Option

ZW7-Suspension Package, Premium Smooth Ride

5J3-Calibration, Surveillance Mode Int. Lighting (SEO)

5LO-(SEO) Calibration, taillamp flasher, Red/Red

6J7-(SEO) Flasher System, Headlamp and taillamp

AT6-Seat, 2nd row 60/40 Bench, manual

ATH-Keyless Open & Keyless Start

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

C6H-GVW Rating 7500 Lbs

DLF-Mirrors, O/S: Power, Heated

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

K34-Cruise Control

KI4-120 Volt Electrical Receptacle, In Cab

KX4-Alternator, 250 AMP

PRF-3 Years of Onstar Remote Access

RC1-Skid Plate

TB4-Liftgate, Rear, manual

UD5-Parking Assist, Front & Rear Sensors

UE1-OnStar Communication System

UEU-Sensor, Forward Collision Alert

UHY-Automatic Emergency Braking

UKJ-Sensor, Front Pedestrian Braking

UT7-(SEO) Ground studs, aux, cargo area inside liftgate

UVB-Rear Vision Camera, HD

VK3-Front License Plate Mounting Provisions

WUA-Fascia, Front, custom

Z82-Trailer Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

**FABIUS FIRE DISTRICT
NOTICE TO BIDDERS
CHEVROLET TAHOE SQUAD FIREFIGHTING VEHICLE**

Sealed proposals for the purchase by the Fabius Fire District of a 2023 or newer model year Chevrolet Tahoe for use as a Squad Firefighting Vehicle will be received via mail at the Fabius Fire District, P.O. Box 144 Fabius, NY 13063 and in person at the Apulia Fire Station 6441 Route 80, Apulia Station, NY 13020 until 6:45 p.m. prevailing time on September 6, 2022 and such bids for said Chevrolet Tahoe will be opened and the amounts bid publicly read aloud at 7:00 p.m. at a meeting of the Fabius Board of Fire Commissioners on September 6, 2022 or as soon thereafter as the meeting is brought to order.

The Bid Specifications Package for said 2023 or newer model year Chevrolet Tahoe may be obtained from the Fire District Secretary by email: bedffdist@gmail.com . All requests for a copy of such Bid Specifications Package by email must be received by midnight September 4, 2022 prevailing time, and include a return email address.

Delivery of bids shall be as required in the Instructions to Bidders contained within such Bid Specifications Package.

The Fabius Fire District reserves the right to reject any and all bids and to accept the bid best suited for its specific needs and at the best value for the District taxpayers.

Bids will be binding for sixty (60) days subsequent to bid opening and subject to any conditions stated in the Bid Specifications Package.

Bidding shall be in accordance with the Instructions to Bidders contained in the Bid Specifications Package therefor.

Dated: September 1, 2022

**BOARD OF FIRE COMMISSIONERS
FABIUS FIRE DISTRICT
BETTY DELUNA, SECRETARY**



**Fabius Fire District
PO Box 144
Fabius, New York 13063**



*Joshua Virgil, Chairman
Betty DeLuna
Administrative Assistant
Michael Rankin
Michael Woodford
Darrell June
Richard Kadlubowski*

September 7, 2022.

This letter is to signify that DeNooyer Chevrolet, 127 Wolf Road, Albany, NY 12205 has been awarded the bid for the 2023 Chevy Tahoe from the Fabius Fire District in Fabius, NY. The bid price of \$52,497.50 will be paid upon delivery of vehicle.

Betty DeLuna

Betty DeLuna
Betty DeLuna

Fabius Fire District Secretary



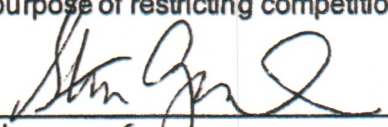
Non-Collusion Bid Certification

By submission of this Bid, the Bidder and each person signing on behalf of the 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 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;

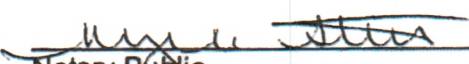
(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(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 a Bid for the purpose of restricting competition.


Name: Steve Gordon
Title: 2nd Genl Mgr
Agency Name: Delaware Chamber

Sworn to before me this 1st
day of September, 2022.

ANGELA M STEVENS NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01ST6309256 Qualified in RENSSELAER County Commission Expires AUGUST 11, 2026
--


Notary Public

FIRE DISTRICT
Bid Specifications

Bidder
Complies
Yes No

2023 Tahoe SSV
exact specs as enclosed
\$52,497.50
Kun Gordon
9/1/2023



FIRE DISTRICT
Bid Specifications

Bidder
Complies
Yes No

INSTRUCTIONS TO BIDDERS

The purpose of these instructions and specifications are to describe the requirements, construction, and delivery of a Squad Firefighting Vehicle as outlined herein for the Fabius Fire District hereinafter referred to as the "Purchaser".

All bids must meet the requirements of this bid specification and any bid that fails to do so may be considered non-responsive.

This bid package shall be available beginning on September 1, 2022 by calling _Betty DeLuna at 315-283-2515. This bid package may also be obtained by e-mail from the Fire District Secretary at bedffdist@gmail.com. All requests for bid packages including by e-mail must be received by midnight prevailing time on September 4, 2022 and must include an address where to send or e-mail the bid package.

All bids must be received by 6:45 p.m. prevailing time on September 6, 2022. Bids shall be publicly opened at a meeting of the Fabius Fire District Board of Fire Commissioners on that date at 7:00 p.m. prevailing time.

All bids shall be sealed and shall be addressed to: Fabius Fire District P.O. Box 144 Fabius, NY 13063 or delivered in person to the Apulia Fire Station 6441 New York Route 80, Apulia Station, NY 13020 until 6:45 p.m. prevailing time on the date designated above for bid opening.

Bid envelopes shall be plainly labeled **BID FOR NEW SQUAD** along with the date and time for bid opening. The Purchaser shall not be responsible for premature opening or failure to open a bid not properly addressed and labeled as set forth herein.

Any bid received by the Fabius Fire District after the time for bid delivery shall not be considered and shall be returned to the bidder unopened. **BIDS RECEIVED BY FAX, ELECTRONIC MAIL OR OTHER ELECTRONIC MEANS OR TELEPHONE SHALL NOT BE ACCEPTED. (NO EXCEPTIONS)**

Any bidder may withdraw a bid by sending a request via certified mail return receipt requested so that it is received prior to the time set for bid opening. **NO BIDDER SHALL BE PERMITTED TO WITHDRAW A BID AFTER THE TIME SET FOR BID OPENING.**

Any negligence committed by the bidder in the preparation of its bid shall not be a basis for withdrawing the bid after bids have been opened.

FIRE DISTRICT
Bid Specifications

**Bidder
Complies**
Yes **No**

All bids and any accompanying certification must be manually signed by an authorized officer or representative of the bidder.

Bids will only be considered from dealers which have an established reputation in the field of sales and service of similar vehicles and have been in business for a minimum of twenty five (25) years.

Each bidder shall furnish satisfactory evidence of its ability to deliver the vehicle specified, and shall also show that they are in a position to render prompt service and furnish replacement parts for said apparatus. Because this vehicle is intended to be used in the Fire Service, Purchaser reserves the right to take into consideration the location of the bidder and its ability to quickly respond to and perform maintenance and/or repairs in order to keep out of service time to a minimum.

It is the bidder's responsibility to see that their proposals arrive on time. Late proposals, facsimiles, telegrams, e-mail, other electronic means or telephone bids will not be considered.

The purchaser reserves the right to accept or reject any or all bids on such basis as the purchaser deems to be in its best interest.

All bid prices shall remain effective for 45 calendar days from the bid opening date.

The vehicle is to be of current year of manufacture and is to be new.

The bid price shall not include any local, state, or federal taxes.

Pursuant to New York General Municipal Law section 103-d, all bidders shall submit a non-collusive bidding certificate a copy of which is included with this bid specification. **Failure to submit this certificate executed by an officer or authorized representative of the bidder shall result in a rejection of the bid.**

The successful bidder shall certify that it is in compliance with all applicable Federal, State and Local Laws in effect at the time the contract is executed.

If any bidder has, at any time within the past twenty (20) years been indicted, charged or convicted of any crime in connection with a bid, said bidder shall include on a separate sheet of paper complete details including the purpose of the bid, the crime(s) charged, the disposition of the charges and any fines or other punishments imposed as a result thereof.

FIRE DISTRICT
Bid Specifications

Bidder
Complies
Yes No

PRE-EXECUTION CONFERENCE

After the bid is awarded, an authorized representative of the successful bidder shall meet with the officials of the Fabius Fire District or their designee(s) to personally discuss all aspects of the bid and the specifications in order to ensure that all parties have a complete understanding of the Purchaser's specifications and the expectations and the bidder's proposal. This meeting shall occur before any contract is executed.

DELIVERY

Each bidder shall clearly state in this paragraph the approximate delivery date of the vehicle in calendar days. This shall be after receipt of the signed contract. The vehicle shall be delivered to the Purchaser within ___ days of the execution of a contract. Purchaser reserves the right to take vehicle availability/delivery dates into consideration when awarding the bid.

DISCOUNTS

Any rebates or discounts the bidder is able to offer via factory rebate programs or willing to offer shall clearly be stated in the bid. Rebates other than those offered by the factory/manufacturer cannot be considered.

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete unit equipped as herein specified, with a view of obtaining the best results and the most acceptable apparatus for the purchaser.

These specifications cover only the general requirements as to the type of construction and test to which the apparatus must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

All equipment and components shall be in compliance with all federal, state, ICC, and DOT regulations, standards, and laws relating to such vehicles.

Loose equipment shall be provided only as stated in the following pages.

FIRE DISTRICT
Bid Specifications

**Bidder
Complies**
Yes No

COMMERCIAL GENERAL LIABILITY INSURANCE

Each bidder shall supply proof of Commercial General Liability Insurance equal to or exceeding \$1,000,000. This shall be provided as part of the proposal.

GENERAL REQUIREMENTS

This specification package, along with any herein listed exceptions, shall be submitted as a part of the bidder's entire bid proposal. Do not detach or omit these sheets.

EXCEPTIONS, VARIATIONS, OR CLARIFICATIONS

These specifications are based upon performance criteria which have been developed by the purchaser as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of fire apparatus that is acceptable at this time. Therefore, major exceptions to the specifications will not be accepted.

All bidders shall place a "Y" for yes or a "N": for no next to each and every paragraph in the column provided on the right hand edge of the paper, indicating compliance or noncompliance with that paragraph of the specifications.

A number shall be inserted next to the paragraph which relates to an explanation on page(s) entitled "Exceptions" that the bidder shall include with their proposal specifications.

Any exception shall be clearly defined with details as to the proposed alternative, referencing manufacturer and model where appropriate. Descriptive literature shall be provided to help evaluate the exception. A general exception cannot be taken for any paragraph. A full word for word Written Comparison shall be included within the bid for any exception listed. Each exception shall be considered by the degree of impact and total effect on the bid. Proposals taking total exception to the specifications shall not be considered by the purchaser. **"NO EXCEPTIONS"**

The purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

The purchaser shall assume that failure to cite an exception indicates full compliance with the specifications. Should the equipment not comply with all requirements of this document, the equipment shall be rejected at the final inspection. All equipment shall be inspected for material, workmanship, and compliance with the specifications prior to acceptance. All equipment found to be in noncompliance shall be identified and the purchaser reserves the right to accept or reject the specific items. The noncompliant rejected equipment shall be replaced or reworked to meet the requirements of this document at no additional cost to the purchaser.

FIRE DISTRICT
Bid Specifications

Bidder
Complies
Yes **No**

The bidder shall have thirty (30) days after delivery to fulfill that part(s) of the specifications which does not comply with the original outlined specifications. Bidder shall incur all expenses of pickup and redelivery of the vehicle.

DATA REQUIRED OF THE BIDDER:

The successful bidder will supply, at the time of delivery, at least one (1) copy of the following documents:

(1) The manufacturer's record of apparatus construction details, including the following information:

- a. A complete owner's manual set including manuals for any accessories, navigation systems, towing systems or any other system or feature for which a manual is produced.
- b. Manuals for any added emergency equipment including but not limited to emergency lighting packages, siren, radio or other communications equipment to the extent same are installed by the successful bidder
- c. A complete schedule of recommended maintenance;
- d. A complete copy of all applicable warranties.

AVAILABILITY OF PIGGYBACK CONTRACTS

Effective August 1, 2012, a new subdivision 16 was added to General Municipal Law section 103 to authorize "any state or other political subdivision or district therein" to purchase apparatus, materials, equipment and supplies and to contract for services related to the installation, maintenance or repair of those items through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. This contract is made available for use by other government entities or political subdivisions in accordance with NY GML sections 100 through 104. It is understood, however, that the extension of such contracts are at the discretion of the vendor and, unless a new contract is entered into, the vendor is only bound by any contract between it and the Fabius Fire District.

VEHICLE

Provide one General Motors Chevrolet Tahoe 4WD, 4Dr Model CK10706 Model Year 2023 or newer in accordance with the attached specifications. Color is to be Victory Red.

**FABIUS FIRE DISTRICT
NOTICE TO BIDDERS
CHEVROLET TAHOE SQUAD FIREFIGHTING VEHICLE**

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The Bid Specifications Package for said 2023 or newer model year Chevrolet Tahoe may be obtained from the Fire District Secretary by email: bedffdist@gmail.com. All requests for a copy of such Bid Specifications Package by email must be received by midnight August __, 2022 prevailing time, and include a return email address.

Delivery of bids shall be as required in the Instructions to Bidders contained within such Bid Specifications Package.

The Fabius Fire District reserves the right to reject any and all bids and to accept the bid best suited for its specific needs and at the best value for the District taxpayers.

Bids will be binding for sixty (60) days subsequent to bid opening and subject to any conditions stated in the Bid Specifications Package.

Bidding shall be in accordance with the Instructions to Bidders contained in the Bid Specifications Package therefor.

Dated: August __, 2022

**BOARD OF FIRE COMMISSIONERS
FABIUS FIRE DISTRICT
BETTY DELUNA, SECRETARY**

THE POST-STANDARD

LEGAL AFFIDAVIT

INV# 0010442082

ADVANCE

MEDIA NEW YORK

syracuse.com | THE POST-STANDARD

NYup

FABIUS FIRE DISTRICT
PO BOX 144
FABIUS, NY 13063

Name: FABIUS FIRE DISTRICT

Sales Rep: Pamela Gallagher

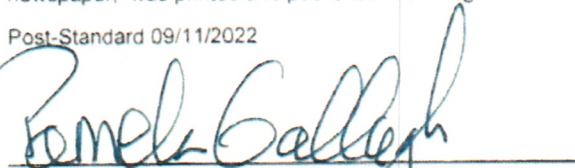
Account Number: 1000743146

INV#: 0010442082

Date	Position	Description	P.O. Number	Ad Size
09/11/2022	Other Legals NY	LEGAL NOTICE Fabius Fire District Town of Fabius Onondaga	Truck Referendum	1 x 189.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

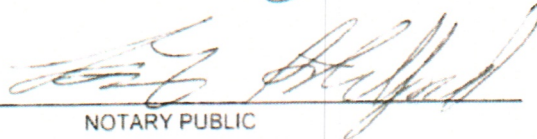
Post-Standard 09/11/2022



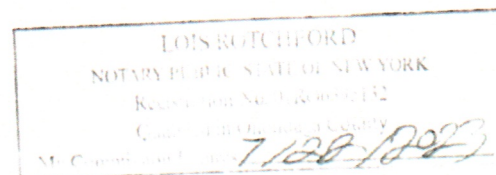
Pamela Gallagher

Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 15th day of September
2022



NOTARY PUBLIC



FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

Date	Position	Description	P.O. Number	Ad Size
09/11/2022	Other Legals NY	LEGAL NOTICE Fabius Fire District Town of Fabius Onondaga County,	Truck Referendum	1 x 189.00 CL

LEGAL NOTICE Fabius Fire District Town of Fabius Onondaga County, New York NOTICE IS HEREBY GIVEN, pursuant to Section 6(g) of the General Municipal Law as amended, that the resolution published herewith has been adopted by the Board of Fire Commissioners of the Fabius Fire District in the Town of Fabius, Onondaga County, New York, on September 7, 2022. Such resolution was adopted subject to a permissive referendum set forth in Section 6(g)(7) of the General Municipal Law as amended. A RESOLUTION AUTHORIZING THE EXPENDITURE NOT TO EXCEED THE SUM OF \$52,497.50 FROM THE GENERAL RESERVE FUND PURSUANT TO SECTION 6(g) OF THE GENERAL MUNICIPAL LAW AS AMENDED FOR THE PURCHASE OF A CHEVROLET TAHOE SQUAD VEHICLE TO BE USED BY THE FABIUS FIRE DISTRICT, TOWN OF FABIUS, ONONDAGA COUNTY, NEW YORK. BE IT RESOLVED by the Board of Fire Commissioners of the Fabius Fire District in the Town of Fabius, Onondaga County, New York, as follows: Section 1: That, according to the New York State Environmental Quality Review Act ("SEQR") the purchase of the vehicle is deemed to be a Type II action pursuant to 6 NYCRR 617.5(c)(31), has been found to not have a significant adverse impact on the environment, and has been statutorily exempted from SEQR review; Section 2: That the Fabius Fire District does hereby award the bid to the lowest qualified bidder, DeNooyer Chevrolet, Inc., in the total

amount of Fifty-Two Thousand Four Hundred Ninety-Seven Dollars and Fifty Cents (\$52,497.50), and that the Chairman of the Board of Fire Commissioners is hereby authorized to execute a purchase order, contract or other documents for purchase of the vehicle from DeNooyer Chevrolet, Inc., on behalf of the Fabius Fire District subject to prior approval of the District's legal counsel; Section 3: That this approval is contingent upon the successful completion of the successful approval of the required permissive referendum process for use of the District's general reserve funds which will provide for the purchase of the vehicle pursuant to a permissive referendum as set forth in section 6(g)(7) of the Town Law; Section 4: The utilization of the general reserve funds for such purpose will not exceed \$52,497.50. Section 5: Upon this resolution being adopted, the same shall be published in full in the Syracuse Post Standard, a newspaper having general circulation in the Fabius Fire District, together with a notice from the Fire District Secretary in the form provided by Section 175 of the Town Law as amended; Section 6: This Resolution is adopted subject to a permissive referendum as set forth in General Municipal Law Section 6(g)(7) as amended and will not take effect until thirty (30) days after its adoption; or until approved by the affirmative vote of a majority of the electors of the Fabius Fire District qualified to vote at an

annual election of Fire District Officers, if within thirty (30) days after the adoption of the resolution, a petition in the form and content as set forth in General Municipal Law Section 6(g)(7), as amended, is filed with the Fire District Secretary said petition to be signed and acknowledged or proved in the same manner as a deed to be recorded, by resident taxpayers of the Fabius Fire District, owning taxable real property aggregating at least one-quarter of the assessed valuation of all the taxable real property of the Fabius Fire District as such valuations appear upon the latest completed assessment roll of the town or towns in which said fire district is located, protesting against such resolution and requesting that it be submitted to the qualified electors of the fire district affected for their approval of disapproval. The resolution was thereupon declared duly adopted by an affirmative vote of the Board of Fire Commissioners of the Fabius Fire District in the Town of Fabius, Onondaga County, New York. Dated: September 11, 2022 Fabius, New York BY ORDER OF THE BOARD OF FIRE COMMISSIONERS FABIUS FIRE DISTRICT Betty DeLuna, Fire District Secretary

THE POST-STANDARD

LEGAL AFFIDAVIT

INV# 0010442082

ADVANCE

MEDIA NEW YORK

syracuse.com THE POST STANDARD

NYUP

FABIUS FIRE DISTRICT
PO BOX 144
FABIUS, NY 13063

Name: FABIUS FIRE DISTRICT

Sales Rep: Pamela Gallagher

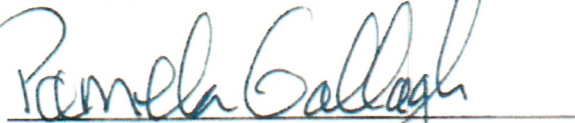
Account Number: 1000743146

INV# 0010442082

Date	Position	Description	P.O. Number	Ad Size
09/11/2022	Other Legals NY	LEGAL NOTICE Fabius Fire District Town of Fabius Onondaga	Truck Referendum	1 x 189.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.,

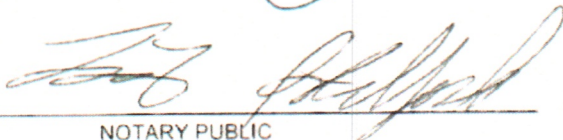
Post-Standard 09/11/2022



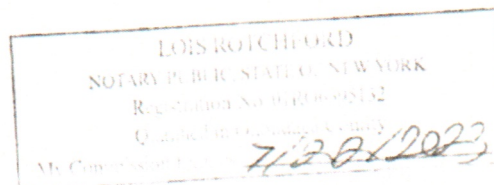
Pamela Gallagher

Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 15th day of September
2022



NOTARY PUBLIC



FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

Date	Position	Description	P.O. Number	Ad Size
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Albany County Request for Contract Approval

Contract #	2023-1316
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A1410 - County Clerk
Date Submitted	Wednesday, September 20, 2023
Contact Person	Gould, Geraldine
Contact Phone	() -518
Vendor Info	Info Quick Solutions Inc 7460 Morgan Road, Liverpool, NY 13090
Estimated Amount	\$96,000.00
Estimated Term	6/1/2023 to 5/31/2024
Scope of Services	Third-1 year renewal per contract (5709 of 2020) for the continuation of the Cashiering, Scanning, & Indexing System for Land and Court Records, pistol permits, liens, notary public, maps and various miscellaneous filings, also allowing online access to County Records
Budget Line Item	AA1410 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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

COUNTY OF ALBANY, N.Y.
OFFICE OF THE COUNTY CLERK

INTEROFFICE MEMORANDUM

To: Hon. Daniel McCoy, County Executive
Hon. Andrew Joyce, Chair, County Legislature
Hon. Bruce A. Hidley, County Clerk

From: Geraldine M. Gould, Exec Deputy County Clerk

Subject: CAB Contract Approval with Info Quick Solutions Inc. for
the County Clerk Cashiering, Scanning & Indexing System, 1
year renewal

Date: September 20, 2023

Attached is the IQS Records Management Software Summary, along with a copy of our contract with the vendor to continue to provide us with our County Clerk Cashiering, Scanning and Indexing System. Our contract with IQS was renewed in June 2020 (contract# 5709 of 2020).

We have been using this system with IQS since November 2015. At that time, they converted our old database and provided us with numerous new features, allowing us to improve document processing of all Land and Court records in our office, including expanding online access for the public. This software system is proprietary and no other company can offer the maintenance service they provide. They have continued to improve their system and update us on a regular basis. They have also given us the ability to eFile and eRecord documents, lowering the amount of traffic into the office.

We would like to continue this relationship and the price has remained the same (\$96,000/yr.) with 90% of the online web revenue generated to the county.

We request approval for a 1-year renewal, per the terms of our contract, with no change in current pricing.

The County Clerk has appropriated the funds in the 2023 Budget in A1410.44046 Fees for Services.

Thank you for your attention to this matter, and please feel free to contact me if I can provide any further information.

Gould, Geraldine

From: Contract Management System <Sharepoint_Admin@albanycountyny.gov>
Sent: Wednesday, September 27, 2023 12:44 PM
To: Gould, Geraldine
Subject: Contract Management System - Notice of Contract Approval

This is to notify you that **Contract ID 2023-1316** has been approved by Management & Budget and is pending review by the Contract Administration Board. Please remember to provide the complete packet with cover letter to Management & Budget prior to the deadline.

Department: A1410 - County Clerk
Contract Type: B) CAB Contract
Vendor Name: Info Quick Solutions Inc

Date Submitted: 9/20/2023
Expiration Date: 5/31/2024

Scope of Service: Third-1 year renewal per contract (5709 of 2020) for the continuation of the Cashiering, Scanning, & Indexing System for Land and Court Records, pistol permits, liens, notary public, maps and various miscellaneous filings, also allowing online access to County Records

To view more details of this contract click [here](#).



Info Quick Solutions, Inc.
7460 Morgan Road Liverpool, NY 13090
briano@iqsworks.com • (800) 320-2617

May 27, 2023

Hon. Bruce Hidley
County Clerk
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2023.

Our software suite (Solution) is proprietary, and no other company can offer the maintenance services we provide. IQS provides all services in-house and does not use any resellers.

We at IQS would like to continue our relationship. We would like to exercise the third of four (4) optional 1-year renewals specified in contract 5709 of 2020. We will hold your current pricing and terms. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Owens". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brian J. Owens
Vice President of Sales

**AGREEMENT BETWEEN
THE COUNTY OF ALBANY AND
INFO QUICK SOLUTIONS, INC.**

For Continuation to the Clerk's Office's Cashiering Scanning and Indexing System

Contract No. 6409 of 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal located at the Albany County Office Building, 112 State Street, Albany New York 12207 (hereinafter the "County"), and Info Quick Solutions, Inc., a New York corporation, with its principal office located at 7460 Morgan Road, Liverpool, New York, 13090 (hereinafter the "Contractor," the County and the Contractor may be referred to singly as a "party" and collectively as the "Parties").

WITNESSETH

WHEREAS, the County has an Agreement with the Contractor for the Cashiering, Scanning, and Indexing System, said Agreement having been entered into pursuant to Contract No. 5709 of 2020; and

WHEREAS, the County wishes to enter into its first of four (4), 1-year renewals, with no change in current pricing, with the Contractor; 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 CONVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement and the Quote, which is attached hereto as Schedule A and made a part hereof (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, 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 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

During the term of this Agreement, Contractor shall execute the entire work described in the Contractor's Quote, attached hereto as Schedule A.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$96,000.00) (US CURRENCY) as full compensation for all products and services rendered under this Agreement.

ARTICLE 4. TERM OF AGREEMENT

This contract shall commence on June 1, 2021 and shall continue in effect through May 31, 2022.

ARTICLE 5. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

ARTICLE 6. PROHIBITION OF CONTRACT ASSIGNMENT

- 6.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.
- 6.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 7. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 8. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 9. NON-DISCRIMINATION

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 County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

ARTICLE 10. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 11. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that 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 12. RELATIONSHIP OF THE PARTIES

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. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the County.

ARTICLE 13. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such third party claims, damages, losses or expenses.

ARTICLE 14. INSURANCE COVERAGE

- 14.1 Contractor shall procure and maintain for the entire term of this Agreement, without *additional expense to the County, insurance policies of the kinds and in the amounts* provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 14.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 14.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

ARTICLE 15. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be

construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 16. ACCOUNTING RECORDS

- 16.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 16.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 16.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 17. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 18. 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.

ARTICLE 19. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE 20. HEADINGS—CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 23. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 24. MODIFICATION

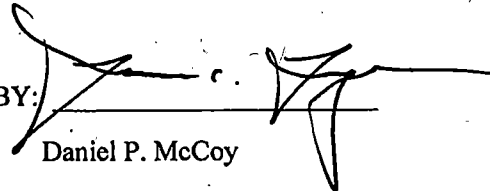
This Agreement may only be modified by a formal written amendment executed by the parties.

(The Rest Of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 8/18/2021

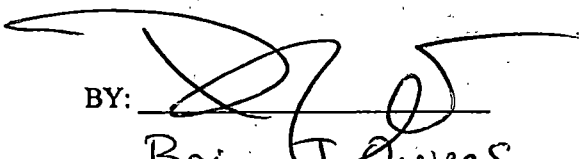
BY: 
Daniel P. McCoy
Albany County Executive

or

Daniel C. Lynch
Deputy County Executive

INFO QUICK SOLUTIONS, INC.

DATED: 8/2/21

BY: 
Brian J. Owens
VP Sales

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 18th 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.

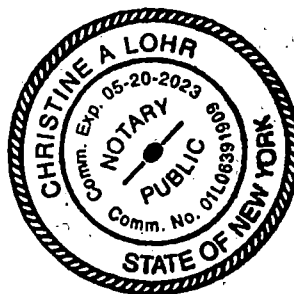
Notary Public

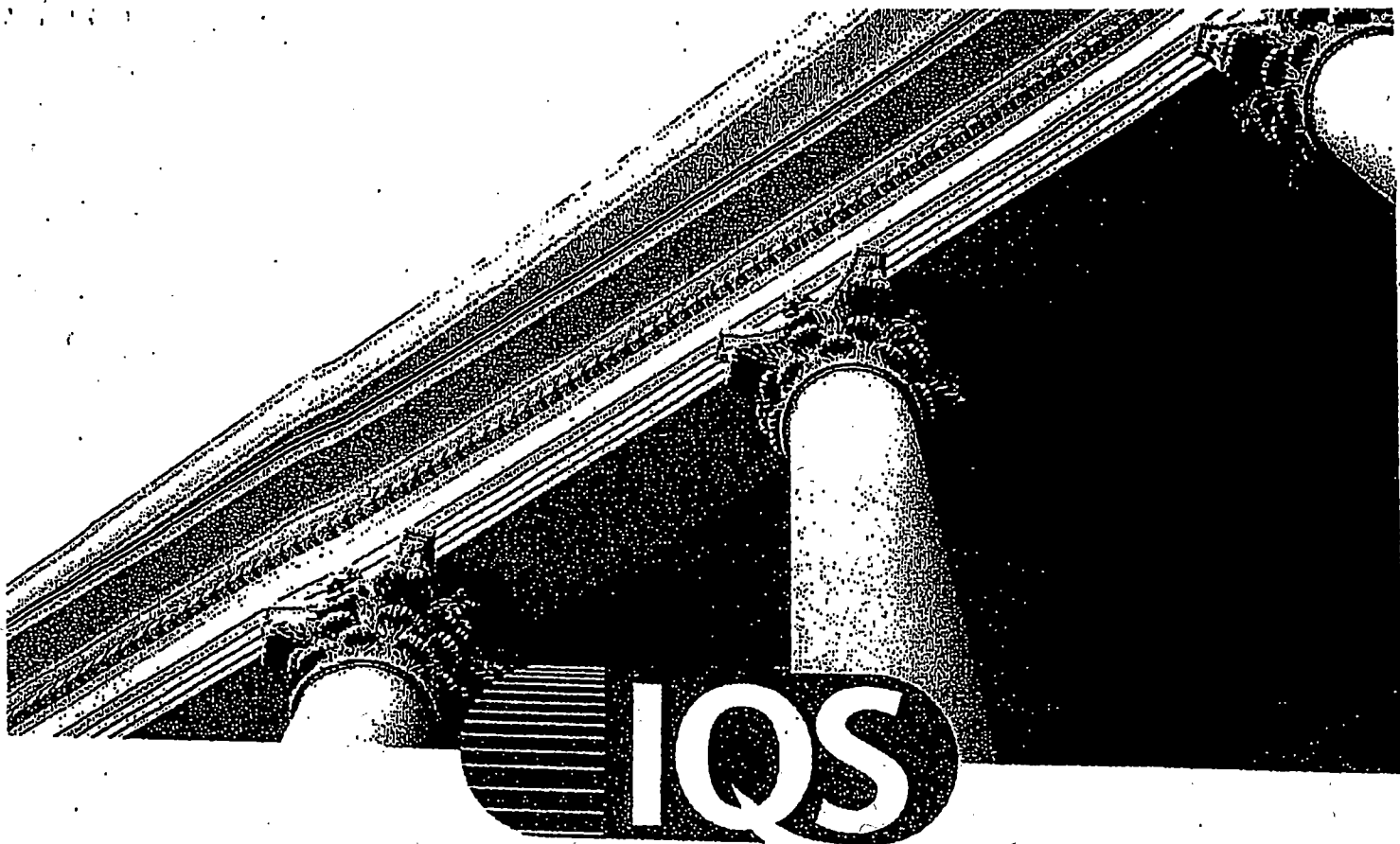
EUGENIA K. CONDON
State of New York
No. CO4959817
Qualified Albany County
Commission Expires July 23, 2022

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

On the 2 day of August, 2021, before me, the undersigned, personally appeared Brian Owens, 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.

Christine A. Lohr
Notary Public





**Records Management Software Summary
Albany County, NY**

May 7, 2020

Info Quick Solutions, Inc.
7460 Morgan Rd. Liverpool, NY 13090
briano@iqsworks.com | (800) 320-2617

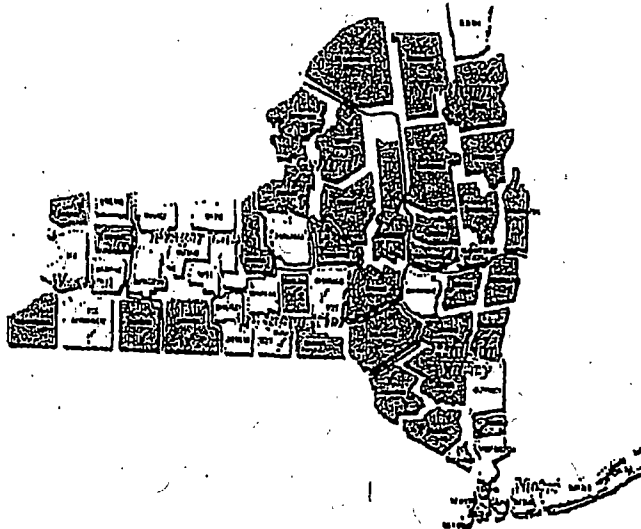


I. Executive Summary

Info Quick Solutions, Inc. (IQS) is pleased with the prospect of continuing our business relationship with the Albany County Clerk's Office.

It has been a privilege to serve Albany County over the past 5 years and many other New York State County Clerks over the past 20 years. During that time, we have established a track record of excellent service, quality products, and innovation. We have delivered many software updates and enhancements consistent with our commitment to continuous improvement.

Our proprietary software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. The system includes value-added features which further increase efficiency and streamline office functions to fee, index and image public land, court, pistol permit, and veterans' records.



Company Profile

IQS is a privately-held, veteran-owned, debt-free New York State corporation specializing in records management services. Our founder, Bernie Owens, has more than 40 years of experience in the field and has spearheaded numerous industry innovations throughout his career.

Our Liverpool, NY facility includes a state-of-the-art microfilming and imaging lab, indexing department, support center, programming staff, and data center. We employ approximately 50 people, representing many collective years of experience. We pride ourselves on high staff retention, which correlates to our excellent customer service and ability to innovate.



II. Solution

A. System Overview

Our software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. It is designed using Microsoft .NET technologies.

The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and Intranet/Internet Web clients.

The system features a flexible workflow that can be adjusted as the situation demands. Administrators may easily identify the status of all documents via a real time "Work Status" console which facilitates ad hoc adjustments to workflows.

Users can scan documents at any time during the workflow, including prior to recording.

1. Technology Architecture

Program: Microsoft .NET

Database: Oracle 12c

Server: Windows Server 2014 or higher

Workstation: Windows 10 Professional

IQS does not use any proprietary hardware. We can provide hardware recommendations based on our experience with a variety of devices.

2. Security

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials.

The system requires a username and password for access. Security levels are controlled by the system administrator using a flexible administrative interface within the program. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc.

The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables.



B. Software Features

1. Data Entry

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.

2. Fees

Fee formulas may be configured for document groups or individual document types. Fee line items may be exempted or overridden. Pricing for fees (cost per page, per name, etc.) is easily changed by an authorized user. Receipts may be configured to print in either detail or summary mode.

3. Cashiering

The system contains a fully integrated cashiering module. All tax and fee calculation methods are supported.

Main features include:

- Ability to optionally fully index a document at the counter
- Ability to optionally scan at the counter
- Easily rearrange documents on a receipt prior to recording
- Ability to quickly enter multiple documents of the same type (e.g. tax liens)
- Ability to suspend a transaction
- Ability to automatically generate rejection letters
- Ability to automatically generate certified copies
- Simple one-click method to manage apportionments
- Integration with Quick Books
- Integration with financial packages (e.g. MUNIS)



4. Indexing

Indexing can be performed at either the cashiering stage or later. The indexing module features a queue whereby the user either predefines attributes of the documents to be indexed (e.g. deeds only) or simply requests the next document in the queue.

Main features include:

- Optimized screen layout for indexing from the scanned image
- Dual monitor support
- Multiple devices to facilitate more efficient indexing (lookup tables, repeat keys, etc.)
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

5. Verification

The verification module provides ultimate flexibility for the user. The system supports sight, key, and combination verification options. Selection criteria may be defined by the user in the same manner as the indexing module.

Main features include:

- Optimized screen layout for verifying from the scanned image
- Dual monitor support
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

6. Imaging

The system supports both single and batch scanning during any point in the workflow. The scanning module contains numerous automatic and manual cleanup functions as well as the ability to skip blank pages and automatically detect the page length.



7. E-Recording/E-Filing/E-Tax Warrants/Corporations

The system features full integration of E-Recording and is operational in 26 New York counties. IQS partners with the County's current E-Recording vendors.

The E-Filing module is seamlessly integrated with the NYSCEF system and is operational in 27 New York counties, with new counties being added on a regular basis.

IQS has partnered with the New York State Department of Tax and Finance to receive Tax Warrants, Satisfactions, and Vacates electronically, saving the County a tremendous amount of time.

Corporations may also be electronically filed with a few clicks of the mouse.

8. Public Search

The in-office public search module is simple enough for the average user, yet powerful enough for the professional.

Main features include:

- Ability to view results in index or document mode
- Ability to simultaneously search multiple names, document types, and municipalities
- Ability to search names on both sides of a document (e.g. Deed where John Smith is the Grantor and Mary Jones is the Grantee)
- Document cart for easy printing of entire documents or specific pages
- Supports escrow or drawdown accounts for document printing
- Features document queue for the general public prints, allowing prints to be released when payment is collected.

The system also includes an internet access component. IQS handles customer support, maintenance, and fee collection. Public users will only see documents designated by the County Clerk; staff members can be given password-protected access to other data.

Images and data from the County's in-house production server are replicated and stored on a web server maintained at our Liverpool, NY facility. IQS maintains redundant FIOS lines to maximize system uptime and an automatic natural gas generator to provide service continuity.



9. Reporting

The application uses Crystal Reports as the main report engine. Reports can be printed or exported in several formats including Microsoft Word, Excel, ASCII, and PDF.

The Report Explorer module categorizes and displays the authorized reports for each user. Reports can be archived for future reference.

IQS will develop custom reports as needed at no extra cost to the County.

10. Archiving

A variety of archiving methods are available to ensure the permanence of the County's critical data. The system provides a simple method to prepare scanned images for conversion to archival microfilm. Images can be exported to a variety of formats suitable for archiving, including TIFF and PDF.

11. Pistol Permit Management

An integrated pistol permit management program is included in the proposed solution. This module prints permit cards, generates amendments, manages fee, and allows for document imaging.

12. Real Property Module

A Real Property module is provided whereby deeds and RP 5217 forms may be electronically submitted to the Real Property office for review and electronic delivery to local assessors. No paper needs to be generated during this process.

13. New York State Real Property Notification Law

Solution will calculate appropriate fees and generate property notification letters required by the State (Real Property Law §291) for residential deeds. Users are able to index all necessary fields.

The software is fully compliant with New York State law. IQS will make changes to adhere to future legislation at no charge to the County.



14. Fraud Alert

Fraud Alert allows users to sign up online and receive email alerts whenever a document, such as a deed or mortgage, is recorded under their name in the County Clerk's office. It gives homeowners peace of mind and allows them to quickly take action on unauthorized transactions. IQS offers this service at no cost to the County or its constituents. It is available at <https://searchiqs.com/fraudalert>.



C. Value-Added Considerations

In addition to the current office functions, these value-added considerations are available to the County at no charge.

1. Passport Transmittal

The proposed system includes a passport transmittal module that includes the ability to collect application fees and generate transmittals (normal and expedited).

2. Fines Module

The fines module enables the setup and collections of fines (DWI, DNA, etc.) The program features the ability to prioritize and automatically apply payments in the correct order. Payments flow directly into the AC909 report for further efficiency. The module also features a robust set of statistical and collections reports.

3. Data Integration

A great deal of information originating in the County Clerk's office is consumed by other departments, such as Real Property and Finance. IQS is eager to work with counties who wish to make that process more efficient and accurate. It is rare that these efforts result in extra fees.



D. Ongoing Services

1. Training and Support.

Unlimited training and support are included for the duration of the contract. This includes both remote and on-site methods, depending on the situation.

IQS provides email and toll-free telephone support Monday through Friday from 8:00 AM to 5:00 PM EST.

Our support procedure is as follows:

1. Call or email is received by technical support personnel
2. Severity level is determined
3. Support specialist responds within required time frame
4. Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within 1 hour.

2. Software Updates

Our philosophy is that software is never done. As a result, feature updates and enhancements are provided at no additional charge during the contract.

Historically, major updates have been delivered every six months. This occurs primarily through a VPN connection during non-business hours.

Our modular design provides users with ultimate flexibility. Although all customers receive the upgrades, features may be enabled or disabled based upon customer preference.

Since IQS maintains all customers on the current version of the software, there are no end of life cycle issues.

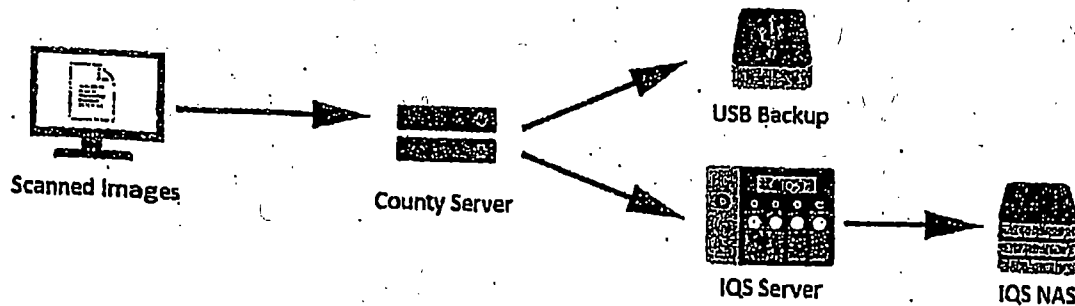
IQS utilizes several methods to keep customers current with any system changes or updates including user group meetings, our website, webinars, and email. When updates become available, IQS will contact the County Clerk to determine the best method to deliver the update or change. Updates could be delivered either remotely or on-site.



3. File Backup and Disaster Recovery

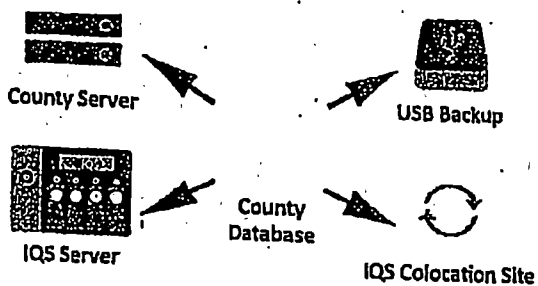
IQS has stringent backup policies in place to ensure the safety and security of the County's data.

IMAGE BACKUP



Images are immediately backed up to a USB backup drive on the server as they are scanned. They are simultaneously pushed across the Internet to our FTP site. Once a day, those images are backed up from our storage server over to our NAS. IQS verifies that all files are accounted for at the end of each month.

DATABASE BACKUP



IQS runs scripts that securely transmit the database over an encrypted VPN tunnel to our servers. There is also a copy that gets transferred over to an external hard drive at the client facility, a copy on the County server, and a copy at the IQS colocation site.

Our customers are not dependent upon IQS to run on a day-to-day basis. All processing is done at the client site. IQS maintains redundant fiber-optic lines as well as a gas-powered backup generator.

In the event of a system failure, IQS would provide remote access to the database while restoring local hardware and software.



Experience

As an industry leader in land records management, IQS has deep knowledge and expertise in the business operations of the County Clerk's office. We provide a wide range of solutions to municipalities of all sizes in New York, Pennsylvania, Connecticut, Rhode Island, Maine, and New Jersey. IQS has implemented more than 70 installations.

Solution

Our philosophy is that software is never done. Our software suite is constantly being improved upon to accommodate feedback from our customers and integrate industry changes. IQS has been on the forefront of new technologies, including E-Filing and E-Recording.

Albany County will continue to receive the expert consultation it has come to expect from IQS. As a full-service company, IQS has the resources and knowledge to develop creative solutions in partnership with the County. Additionally, we strive to develop relationships with other stakeholders including title professionals, the New York State Department of Taxation and Finance, and the New York State Office of Court Administration to deliver comprehensive technology solutions.

In addition to our best-in-class software suite, we deliver unlimited, world-class support. Calls to our office are answered by live people and routed to the appropriate support person, who is empowered to solve any problems that may arise.

Conclusion

IQS is excited by the opportunity to continue to provide the Albany County Clerk's Office with a system that can expand well into the future.

If you have any questions, feel free to reach out to Brian Owens, Vice President of Sales, at briano@iqsworks.com or (800) 320-2617.

SCHEDULE B
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

Albany County Request for Contract Approval

Contract #	2023-1292
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	DM5130 - Road Machinery Maintenance
Date Submitted	Wednesday, September 13, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	H.L. Gage 121 Washington Ave. Extension, Albany, NY 12205
Estimated Amount	\$99,000.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The purchase of parts and repairs for the departments International Harvester Trucks.
Budget Line Item	DM5130 - 4029 DM5130 - 4070 - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: August 31, 2023

Re: Contract Request

The Public Works Department respectfully requests approval to utilize the second renewal option of Contract 6627 of 2021 and Contract 2022-621 with H.L. Gage for the purchase of parts and repairs for International Harvester trucks. H.L. Gage was the sole bidder for RFB #2021-135. The term of the agreement shall be for one year (1/1/2024-12/31/2024) and will not exceed \$99,000.00 per year. The department budget lines DM5130.4029 (Automobile Parts) and DM5130.4070 (Equipment Repair and Rental) will be used.

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

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

RE: BID #2021-135
INTERNATIONAL HARVESTER TRUCK PARTS

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-135 AND WILL HOLD
AWARDED BID PRICES THROUGH DECEMBER 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

H.L.GAGE SALES, INC.

VENDOR:

RONALD VOORIS

REPRESENTATIVE:

TELEPHONE #

518-456-8871

FAX #:

518-456-0705

SIGNATURE:

RONALD VOORIS

PLEASE RETURN THIS FORM BY EMAIL
TO TINA KING @ TINA.KING@ALBANYCOUNTYNY.GOV

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND H.L. GAGE SALES, INC.
RE PURCHASE OF PARTS AND REPAIRS FOR
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
INTERNATIONAL HARVESTER TRUCKS

CONTRACT NO. 2022-621

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive, with its principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and H.L. Gage Sales, Inc., a New York corporation, with its principal place of business located at 121 Washington Avenue Extension, Albany, New York 12205 (hereinafter, the "Contractor," and with the County, may be referred to herein, individually as a "[P]arty," and together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Department of Public Works (hereinafter, the DPW) has a need for International Harvester Truck Parts and Repairs; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for bids for the aforesaid truck parts and repairs, said request having been designated RFB # 2021-135, issued on September 27, 2021, and published on September 27, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on October 18, 2021 to provide the aforesaid truck parts and repairs (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to as the lowest responsible bidder for the aforesaid truck parts and repairs; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: 1) this Agreement; 2) the RFB, incorporated by reference and made a part hereof; 3) the Bid, incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to

interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF WORK/SERVICES

The Contractor shall supply replacement parts and conduct repair services on DPW's International Harvester Trucks, as requested by DPW and as more particularized in part of the Bid's Scope of Services that are attached hereto as Schedule A and made a part hereof.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods furnished and repairs provided under this Agreement, in accordance with the compensation pricing and rates described in Paragraph 3.2.

3.2 The parts and services provided by the Contractor shall be compensated, as follows:

- The County shall pay an EIGHT HUNDRED AND 00/100 DOLLARS (\$800.00) subscription fee to utilize the Contractor's online services.
- Repairs made to the DPW International Harvester trucks shall be compensated at the hourly rate of ONE HUNDRED EIGHTEEN AND 70/100 DOLLARS (\$118.70) per hour for repair work.
- Parts supplied to DPW by the Contractor shall be discounted eight percent (8%) from the list price of the materials.

ARTICLE 4. PAYMENT AND DELIVERY

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to DPW, and after review and approval by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials, and other costs. Hourly rates charged shall not exceed the prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2023 and continue in effect until

December 31, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is

Albany, New York.

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor shall promptly

notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that 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 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

27.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by the

County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

28.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

28.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

28.4 If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

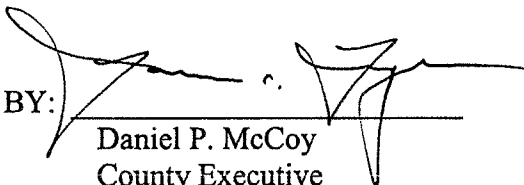
28.5 The County shall bear no responsibility other than that set forth in this Agreement.

28.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 1/24/2023

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

H.L. GAGE SALES, INC.

DATED: 1-12-23

BY: Ronald Vooris
Name:
Parts Manager
Title:

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

On the ____ day of _____, 2023, 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 24th day of January, 2023, 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
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 12th day of January, 2023, before me, the undersigned, personally appeared Ronald Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SARAH A. VANDEWERKER
Notary Public, State of New York
Reg. No. 01VA6250978
Qualified in Schoharie County
Commission Expires Nov. 14, 2023

**SCHEDULE A
SCOPE OF WORK/SERVICES**

See attached Bid Sheet GIB1 and attached Bid Sheet Noted SECTION: Repair of Trucks.

**SCHEDULE B
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.

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
H.L. GAGE FOR
THE PURCHASE OF PARTS AND REPAIRS FOR
THE COUNTY OF ALBANY'S
INTERNATIONAL HARVESTER TRUCKS

CONTRACT NO. 6627 OF 2021

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive (on behalf of the Albany County Department of Public Works), with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and H.L. Gage Sales, a New York corporation with its principal place of business located at 121 Washington Avenue Extension, Albany, New York 12205 (hereinafter called the "Contractor," and together with the County, may be referred to individually as a "[P]arty" and collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the County's Department of Public Works has a need for International Harvester Truck Parts and Repair, said request having been denominated RFB #2021—135, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the "Purchasing Division") on September 27, 2021 and published on October 7, 2021 (hereinafter called the "RFB"); and

WHEREAS, in response thereto, Contractor has submitted a bid on October 18, 2021 (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to as the lowest responsible bidder for the aforesaid International Harvester truck parts and repair services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Bid, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).

- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall supply replacement parts and conduct repair services on the County's International Harvester Trucks. These services are particularized in the Bid's Scope of Services, attached hereto and made a part hereof as Schedule A.

ARTICLE 3. COMPENSATION

3.1 The Parts and Services rendered to the County by the Contractor shall be compensated at the following rates:

- Parts supplied to the County by the Contractor shall be discounted eight percent (8%) from the list price of the materials.
- The County shall pay a ZERO (\$00.00) DOLLAR online subscription fee to utilize the Contractor's online services.
- Repairs made to the County's International Harvester trucks shall be compensated at the hourly rate of ONE-HUNDRED AND FORTY-FIVE AND 00/100 (\$145.00) per hour of repair work.

3.2 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

ARTICLE 4. PAYMENT AND DELIVERY

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Department of Public Works, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials, and other costs. Hourly rates charged shall not exceed the prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2022 and continue in effect until December 31, 2022. This Agreement may be renewed for two (2) additional years in one (1) consecutive one (1) year increment. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

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 County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. EXTRA WORK

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

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 13. 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 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 14. RELATIONSHIP OF THE PARTIES

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. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of their knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition. The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

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

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 22. 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.

ARTICLE 23. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 24. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 25. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 27. MODIFICATION

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

ARTICLE 28. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 29. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or its representatives. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate, or lessen the Contractor's own liability. The Contractor shall execute and deliver to the County a certification statement prior to commencing any work.

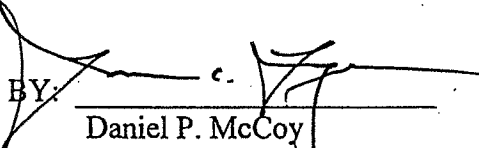
ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

DATED: 12/15/2021

COUNTY OF ALBANY

BY: 

Daniel P. McCoy
Albany County Executive

or

Daniel C. Lynch
Deputy County Executive

H.L. GAGE SALES

DATED: Dec. 6, 2021

BY: 

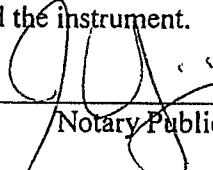
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

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 15th day of December, 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.

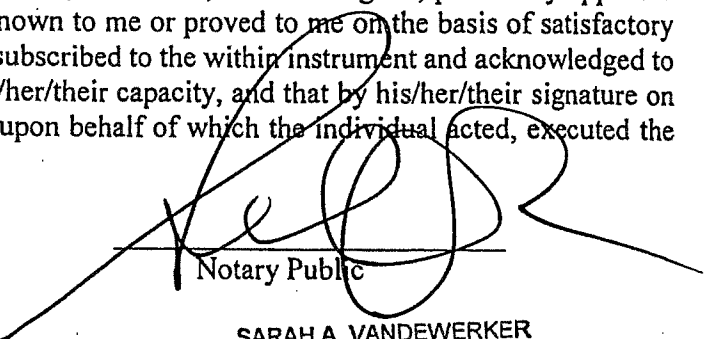


Notary Public

JOHN W. LIQUORI
Notary Public, State of New York
Qualified in Albany County
Reg. No. 6012186
Commission Expires June 15, 2023

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

On the 6th day of December, 2021, before me, the undersigned, personally appeared Ronald Morris, 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

SARAH A. VANDEWERKER
Notary Public, State of New York
Reg. No. 01VA6250978
Qualified in Schoharie County
Commission Expires Nov. 14, 2023

SCHEDULE A

SCOPE OF SERVICES

SECTION: Repair of Trucks

1. The bidder shall provide all labor, materials, equipment, supplies and supervision necessary to perform repairs under this contract.
2. It is required that repairs to all trucks delivered for repair to the bidder's shop, be initiated within 24 hours of delivery 80% of the time.
3. Repair rates shall be firm and not vary over the term of the contract and shall be quoted on an hourly rate.
4. The successful bidder(s) must provide twenty four (24) hour, seven (7) days per week towing service from any point in Albany County to any specified location in the County as per instructions of the department requesting towing service. If recurring repair problem exists, vehicle will be towed free of charge to garage who initiated work.
5. A site walk-through may be required to determine if the vendor's facility is capable of handling Albany County vehicles. Albany County will have the sole determination whether the facility can handle the County of Albany's vehicles.
6. The vendor awarded this contract must agree to allow Albany County audit privileges to periodically review supplier invoices to verify net costs.
7. All parts used in repairs performed under this contract shall meet or exceed original equipment manufacturer (OEM) specifications.
8. All invoices for repairs, less than a complete rebuild, involving the use of parts shall, as a minimum, show manufacturer name, description and part number for each part; and the net cost per item, markup percentage and grand total cost for all parts. A copy of the parts supplier's invoice shall be attached to the awarded vendors invoice in order to verify net costs.
9. Parts prices will be allowed to vary according to manufacturer price schedules, but the percent markup shall remain the same for the term of the award.
10. Each repair type shall include all necessary fluids and filters; as well as disposal of all contaminated fluids and filters in a legal and environmentally safe manner.
11. Vendor's current net cost shall be defined as the net price invoiced to the business organization that delivers and passes title to the County of Albany.
12. Warranty on Repairs: All work should carry a 90 day warranty. No exceptions.

SCHEDULE B

INSURANCE COVERAGE

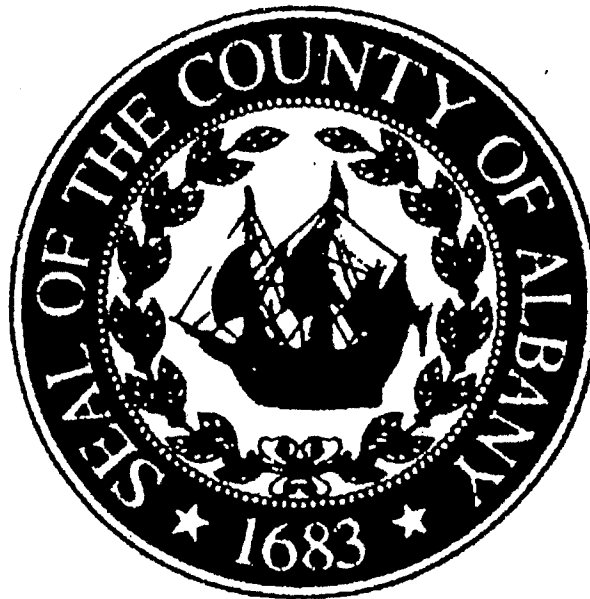
The kinds and amounts of insurance to be provided are as follows:

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 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 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 automobiles.
3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

COUNTY OF ALBANY

REQUEST FOR BIDS VARIOUS FACILITIES IN ALBANY COUNTY



RFB #2021-135

INTERNATIONAL HARVESTER TRUCK PARTS AND REPAIR

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: International Harvester Truck Parts and Repair RFB NUMBER: 2021-135

Receipt Confirmation Form

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

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

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

Company Name: H L Gage Sales Inc

Address: 121 Washington Avenue Extension

City: Albany State: NY Zip Code: 12205

Contact Person: Ron Vooris

Title: Parts Manager

Phone Number: 518-456-8871 Fax Number: 518-456-0705 E-Mail: ronv@hlgage.com

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

☐ Yes / ☒ No

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

Courier Collect: _____ Mail _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2021-135**

Sealed Bids for International Harvester Truck Parts and Repairs as requested by various Albany County Facilities will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, October 21st, 2021 .

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on Thursday, October 07th, 2021 .

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
Monday, September 27, 2021

PUBLISH ONE DAY – Thursday, October 07th, 2021 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, October 07th, 2021 -- THE TIMES UNION

BID FORM

BID IDENTIFICATION:

Title: International Harvester Truck Parts and Repair

Bid Number: #2021-135

DISCOUNT FROM LIST PRICE: Major fleet 8%

INDICATE NAME AND DATE OF PRICE LIST: PL 308 - Sept. 27, 2001

****Please enclose a copy of the referenced price list, on CD or in catalog/ hard copy format, with your bid.****

OPTION #1: ONLINE SUBSCRIPTION TO DETAILED PARTS INFORMATION

COST: 0 PER — (TIME PERIOD)

WEBSITE ADDRESS: repairlinkshop.com

Please enclose any additional details.

HOURLY RATE FOR TRUCK REPAIRS: \$ 145.00

COMPANY: H L Gage Sales Inc

ADDRESS: 121 Washington Avenue Extension

CITY, STATE, ZIP: Albany, NY 12205

TEL. NO.: (518) 456-8871

FAX NO.: (518) 456-0705

FEDERAL TAX ID NO.: 14-1511179

REPRESENTATIVE: Ron Vooris

E-MAIL: ronv@hlgage.com

SIGNATURE AND TITLE Ronald Vooris Parts Manager

DATE 10-11-21

Albany County Request for Contract Approval

Contract #	2023-1309
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Wednesday, September 20, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Greenman Pedersen Inc. 80 Wolf Rd. 6th Floor, Albany, NY 12205
Estimated Amount	\$104,772.50
Estimated Term	11/30/2023 to 11/30/2025
Scope of Services	DPW is requesting approval to extend the contract term with Greenman Pedersen, Inc. for Design and Construction Administration Services for the CR 405 (Sunset Hill Rd.) over 8 Mile Creek Culvert Replacement Project
Budget Line Item	DD5010 - HHT75197 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

September 20, 2023

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to extend the contract term with Greenman Pedersen, Inc. for Design and Construction Administration Services for the CR 405 (Sunset Hill Rd.) over 8 Mile Creek Culvert Replacement Project, Contract Nos. 2023-816 and 2022-111. The current contract will expire on 11/30/23. We are requesting a contract extension, with a new expiration date of 11/30/25.

Contract extension should also reflect that it is for Design and Construction Administration Services and not for Design and Construction Inspection Services.

The contract time extension will not result in any change to the contract value and is a direct result of the duration of the project.

The total contract amount remains the same in that total compensation shall not exceed \$104,772.50.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND GREENMAN PEDERSEN, INC.
FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR CR 405 (SUNSET HILL ROAD)
OVER 8 MILE CREEK CULVERT REPLACEMENT PROJECT

CONTRACT NO. 2023-816
(ORIG. CONTRACT NO. 2022-111)

This Amendment to Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Greenman Pedersen, Inc., a registered New York corporation, with its principal place of business located at 80 Wolf Road, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has an agreement with the Consultant to provide design and construction inspection services for CR 405 (Sunset Hill Road) Over 8 Mile Creek Culvert Replacement Project for the Albany County Department of Public Works, said agreement having been designated Contract No. 2022-111 (hereinafter, "the Agreement"); and

WHEREAS, the County has a need for additional design and construction inspection services, specifically, regarding right of way, and the Agreement at Article 23. EXTRA SERVICES/WORK provides for additional services and compensation upon mutual agreement of the parties; and

WHEREAS, the Consultant has submitted a proposal on November 18, 2022 to provide the aforesaid additional design and construction inspection services for additional compensation (hereinafter, the "Second Proposal"); and

WHEREAS, the County has accepted the second proposal of the Consultant to provide the aforesaid additional design and construction inspection services for additional compensation; and

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

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

1. That ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION shall be amended to read as follows:

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Proposal, which is incorporated by reference and made a part hereof; and the Second Proposal, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

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; 3) the Proposal; 4) the Second Proposal.

2. That Paragraph 2.3 of ARTICLE 2. SCOPE OF SERVICES shall be amended to read, as follows:

2.3 In addition to the services described in Paragraph 2.2, above, the Consultant shall also provide the following services:

2.3.1 As described in the Proposal, in a manner consistent with the terms, conditions and assumptions described in the RFP; and

2.3.2 As described in the Second Proposal, specifically, regarding right of way, in a manner consistent with the terms, conditions and assumptions described in the RFP and the Proposal.

3. That Paragraph 3.1 of ARTICLE 3. COMPENSATION shall be amended to read, as follows:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, the following:

3.1.1 SEVENTY EIGHT THOUSAND, EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS (\$78,870.00) as full compensation for all services rendered under Paragraphs 2.1 through 2.3.1 of this Agreement, said dollar amount being equal to the sum of the following:

Total Cost of Design:	\$70,400.00
5% Contingency:	\$ 8,470.00; and

3.1.2 TWENTY FIVE THOUSAND, NINE HUNDRED TWO AND 50/100 DOLLARS (\$25,902.50) as full compensation for all services rendered pursuant to Subparagraph 2.3.2 of this Agreement, said dollar amount being equal to the sum of the following:

Staffing:	\$ 9,490.00
Non-Salary Costs:	\$ 912.50
Subcontractor Costs:	\$15,500.00; and

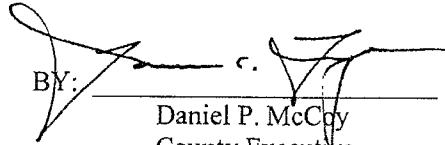
3.1.3 Total compensation shall not exceed ONE HUNDRED FOUR THOUSAND, SEVEN HUNDRED SEVENTY TWO AND 50/100 DOLLARS (\$104,772.50).

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

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

COUNTY OF ALBANY

DATED: 6/8/2023

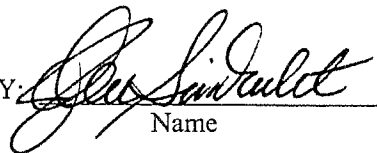
BY: 
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

GREENMAN PEDERSEN, INC.

DATED: May 30, 2023

BY: 
Name

EXEC. VICE PRESIDENT
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, 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.:

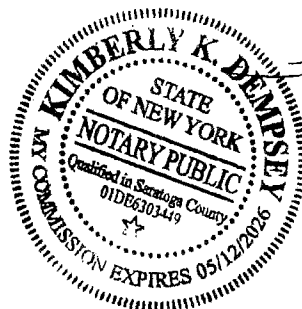
On the 8th day of June, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, 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 Registration No: 02CO4969817 Qualified in Albany County Commission Expires July 23, 2026

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

On the 30th day of May, 2023, before me, the undersigned, personally appeared JOHN SIMKULET, 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

Need Term
Extended

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND GREENMAN PEDERSEN, INC.
FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR CR 405 (SUNSET HILL ROAD)
OVER 8 MILE CREEK CULVERT REPLACEMENT PROJECT

CONTRACT NO. 2022-111

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Greenman Pedersen, Inc., a registered New York corporation, with its principal place of business located at 80 Wolf Road, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for proposals for design and construction inspection services for CR 405 (Sunset Hill Road) Over 8 Mile Creek Culvert Replacement Project for the Albany County Department of Public Works (hereinafter, the "DPW"), said request having been denominated as RFP #2022-005, issued on January 11, 2022 and published on January 20, 2022 (hereinafter, the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on February 4, 2022 to provide the aforesaid design and construction inspection services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid design and construction inspection services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").
- 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; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The project is the CR 405 (Sunset Hill Road) Over 8 Mile Creek Culvert Replacement Project (hereinafter, the "[p]roject").
- 2.2 The Consultant shall provide complete design services for the project as described in the

RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 through RFP-7. The Consultant shall comply with all of the provisions contained in the RFP, including, but not limited to, those at Subsection 4.4 (PROPOSAL CONDITIONS AND ASSUMPTIONS), on pages RFP-6 and RFP-7.

2.3 In addition to the services described in Paragraph 2.2, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the terms, conditions and assumptions described in the RFP.

2.4 While providing any of the services described above at/on the project site, the Consultant and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Consultant shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.5 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, SEVENTY EIGHT THOUSAND, EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS (\$78,870.00) as full compensation for all services rendered under this Agreement, said dollar amount being equal to the sum of the following:

Total Cost of Design:	\$70,400.00
5% Contingency:	\$ 8,470.00.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Commissioner for DPW. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on May 1, 2022 and continue in effect through November 30, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the

services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the work performed. The 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.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS'

COMPENSATION LAW and of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. Gen. Mun. Law § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 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 25. STORMWATER MANAGEMENT PROGRAM

- 25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.
- 25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. GREEN INFRASTRUCTURE POLICY

The Consultant acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003 (hereinafter, the "Policy"). The Consultant agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Policy.

ARTICLE 27. MISCELLANEOUS PROVISIONS

- 27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow all of the other policies and procedures described in the RFP.
- 27.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

27.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

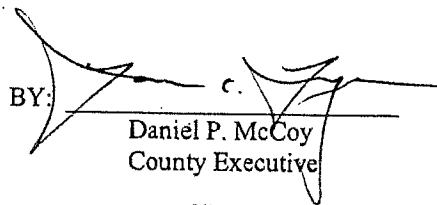
27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

DATED: 6/22/2022

COUNTY OF ALBANY

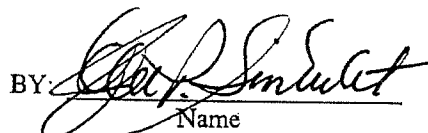
BY: 
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

GREENMAN PEDERSEN, INC.

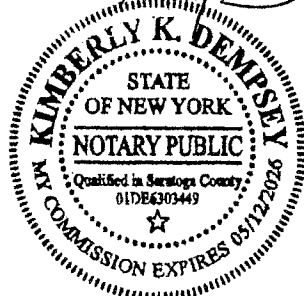
DATED: 6-3-2022

BY: 
Name
VICE PRESIDENT
Title

On the _____ day of _____, 2022, 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.

On the 22nd day of Nov, 2022, 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.

On the 3rd day of JUNE, 2022, before me, the undersigned, personally appeared JOHN SIMKULET, 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.



**SCHEDULE A
INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

Albany County Request for Contract Approval

Contract #	2022-111
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	D5010 - Public Works
Date Submitted	Monday, March 07, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Greenman Pedersen, Inc. 80 Wolf Rd., Suite #300, Albany, NY 12205
Estimated Amount	\$78,870.00
Estimated Term	5/1/2022 to 11/30/2023
Scope of Services	Design Services for CR405 over 8 Mile Creek Culvert Replacement Project.
Budget Line Item	BOND HHT75197 DD5010 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: March 7, 2022

Re: Contract Request

Dear Chairman Joyce:

The Department of Public Works is requesting approval to enter into a contract with Greenman Pedersen, Inc. (GPI) for design of the County Route 405 (Sunset Hill Rd.) over Eight Mile Creek Culvert Replacement Project in an amount not to exceed \$78,870.00. The culvert is located in the Town of Westerlo.

The County Purchasing Agent received seven (7) proposals for this project. Our engineering staff reviewed the proposals and recommended the award to GPI, Inc. based on price, comprehension of project scope, prior experience in similar projects, staffing, client references and ability to keep the project on schedule. This project is 100% County funded.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Public Works

FROM: Karen Storm
Purchasing Agent

DATE: March 7, 2022

RE: RFP #2022-005

I am in receipt of your recommendation to award the aforementioned Request for Proposals to GPI in the amount of \$78,870.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of GPI for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: March 7, 2022

RE: RFP #2022-005
CR405 over 8 Mile Creek Culvert Replacement Project
Design Services

Upon review of the seven (7) RFP's received for the above referenced project, I would like to recommend GPI be awarded this project for Design Services plus contingency for an amount not to exceed \$78,870.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating and Evaluation Sheets.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: March 7, 2022

RE: RFP#2022-005
Design & Construction Inspection Services
CR405 over 8 Mile Creek Culvert Replacement Project

Attached please find the Rating Sheet along with Evaluation Score Sheets for the subject project. After reviewing all seven (7) of the RFP's, we recommend the project be awarded to GPI on the basis of the best understanding of the scope of the project. We request the contract with GPI be for design services plus contingency for a total of \$78,870.00.

Please let me know if you have any questions.

WA:ct

BID TALLY SHEET

RFP 2022-005

Design and Construction Inspection Services
CR405 over 8 Mile Creek Culvert Replacement Project

<u>COMPANY</u>	<u>Design</u>	<u>CI</u>	<u>Contingency</u>	<u>PROPOSED PRICE</u>
JMT	\$ 97,500	\$ 104,000	\$ 10,075	\$ 211,575
GPI	\$ 70,400	\$ 99,000	\$ 8,470	\$ 177,870
Barton & Loguidice	\$ 76,000	\$ 95,000	\$ 8,550	\$ 179,550
MJ Engineering	\$ 84,600	\$ 113,495	\$ 9,905	\$ 208,000
Foitt Albert	\$ 53,000	\$ 91,800	\$ 7,240	\$ 152,040
Creighton Manning	\$ 69,000	\$ 115,000	\$ 9,200	\$ 193,200
McLaren	\$ 177,710	\$ 120,000	\$ 14,890	\$ 312,600

RATING SHEET
RFP 2022-005
Design and Construction Inspection Services
CR405 over 8 Mile Creek Culvert Replacement Project

	FOIT ALBERT	McLAREN ENGINEERING	CREIGHTON MANNING	JMT	GPI	BARTON & LOGUDICE	MJ ENGINEERING & LAND SURVEYING
Bill	8.800	7.200	8.700	8.325	9.275	8.750	8.450
Brent	7.700	6.800	9.000	8.325	8.875	8.350	9.050
Lisa	8.950	8.750	9.325	8.575	9.775	9.450	9.400
Totals	25.450	22.750	27.025	25.225	27.925	26.550	26.900
Average	8.483	7.583	9.008	8.408	9.308	8.850	8.967
Rank	5	7	2	6	1	4	3

RFP #2022-005: Design and Construction Inspection Services for CR405 over Eight Mile Creek Culvert Replacement Project

Proposal Rating Worksheet

Reviewer 1: Bill Anslow

	Weight	Foit Albert Associates		McLaren Engineering		Creighton Manning		JMT		GPI		Barton & Loguidice		MJ Engineering	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1 Proposer's Comprehension of Required (work) Scope of Services	20%	9	1.8	8	1.6	9	1.8	9	1.8	9.5	1.9	10	2	9.5	1.9
Criterion #2 Prior Experience in Similar Projects	20%	10	2	8	1.6	10	2	10	2	10	2	10	2	8.5	1.7
Criterion #3 Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	5	1	5	1	7	1.4	7	1.4	7.5	1.5	5	1	8	1.6
Criterion #4 Total Proposed Price	25%	10	2.5	6	1.5	8	2	6.5	1.625	9.5	2.375	9	2.25	7	1.75
Criterion #5 Client References															
Criterion #6 Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	10	1	10	1	10	1	10	1	10	1	10	1	10	1
TOTALS:			8.8		7.2		8.7		8.325		9.275		8.75		8.45

NOTES:

Win

RFP #2022-005: Design and Construction Inspection Services for CR405 over Eight Mile Creek Culvert Replacement Project

Proposal Rating Worksheet

Reviewer 1: Lisa Ramundo

	Weight	Foit Albert Associates		McLaren Engineering		Creighton Manning		JMT		GPI		Barton & Loguidice		MJ Engineering	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1 Proposer's Comprehension of Required (work) Scope of Services	20%	8	1.6	9.5	1.9	9.5	1.9	7	1.4	9.5	1.9	9.5	1.9	9.5	1.9
Criterion #2 Prior Experience in Similar Projects	20%	9	1.8	9	1.8	10	2	10	2	10	2	10	2	10	2
Criterion #3 Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	9	1.8	9	1.8	9	1.8	9	1.8	10	2	9	1.8	10	2
Criterion #4 Total Proposed Price	25%	9	2.25	7	1.75	8.5	2.125	7.5	1.875	9.5	2.375	9	2.25	8	2
Criterion #5 Client References	5%	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5
Criterion #6 Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	10	1	10	1	10	1	10	1	10	1	10	1	10	1
TOTALS:			8.95		8.75		9.325		8.575		9.775		9.45		9.4

NOTES:

LJR

RFP #2022-005: Design and Construction Inspection Services for CR405 over Eight Mile Creek Culvert Replacement Project

Proposal Rating Worksheet

Reviewer 1: Brent Meredith



	Weight	Foitt Albert Associates		McLaren Engineering		Creighton Manning		JMT		GPI		Barton & Loguidice		MJ Engineering	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1 Proposer's Comprehension of Required (work) Scope of Services	20%	6	1.2	6	1.2			9	1.8	7	1.4	8	1.6	10	2
Criterion #2 Prior Experience in Similar Projects	20%	7	1.4	7	1.4	10	2	9	1.8	10	2	9	1.8	10	2
Criterion #3 Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	7	1.4	7	1.4										
Criterion #4 Total Proposed Price	25%	10	2.5	6	1.5	8	2	6.5	1.625	9.5	2.375	9	2.25	7	1.75
Criterion #5 Client References															
Criterion #6 Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	7	0.7	9	0.9	10	1	9	0.9	10	1	8	0.8	10	1
TOTALS:			7.7		6.8		9		8.325		8.875		8.35		9.05

NOTES:

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2022-005**

Sealed Proposals for **Design and Construction Inspection Services for CR405 (Sunset Hill Road) Over Eight Mile Creek Culvert Replacement Project** as requested by the Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, February 4, 2022.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, January 20, 2022.

Karen A. Storm
Purchasing Agent

Dated: January 11, 2022
Albany, New York

PUBLISH ONE DAY – Thursday, January 20, 2022 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, January 20, 2022 -- THE TIMES UNION

Albany County Request for Contract Approval

Contract #	2023-1311
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Wednesday, September 20, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Creighton Manning Engineering, LLP 2 Winners Circle, Albany, New York 12205
Estimated Amount	\$82,500.00
Estimated Term	11/21/2022 to 12/31/2023
Scope of Services	Approval to extend the contract term with Creighton Manning Engineering, LLP for design and construction support services for the CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project. Contract No. 2021-6493. Current contract expired on 11/20/22. Requesting a contract extension with a new expiration date of 12/31/23
Budget Line Item	DD5110 - HHT6 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

September 18, 2023

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to extend the contract term with Creighton Manning Engineering, LLP for design and construction support services for the CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project, Contract No. 6493 of 2021. The current contract expired on 11/20/2022. We are requesting a contract extension, with a new expiration date of 12/31/2023.

The contract extension will not result in any change to the original contract value of \$82,500.00 and is a direct result of construction duration.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND CREIGHTON MANNING ENGINEERING, LLP
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR CR 352 (FOX CREEK ROAD) OVER FOX CREEK
BRIDGE REPLACEMENT PROJECT

CONTRACT NO. 6493 FOR 2021

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County") and Creighton Manning Engineering, LLP, a registered New York limited liability partnership, with its principal place of business located at 2 Winners Circle, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for proposals for design and construction support services for CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project for the Albany County Department of Public Works (hereinafter, the "DPW"), said request having been denominated as RFP #2021-084, issued on June 4, 2021 and published on June 10, 2021 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on June 21, 2021 (hereinafter, "Addendum 1") and the second on June 23, 2021 (hereinafter, "Addendum #2"); and

WHEREAS, the Consultant has submitted a proposal on July 8, 2021 to provide the aforesaid design and construction support services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid design and construction support services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").
- 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; 3) the Addenda, as follows: Addendum #2, Addendum #1; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The project is the CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project (hereinafter, the "[p]roject").
- 2.2 The Consultant shall provide complete design and construction administration services for the project as described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 through RFP-6. The Consultant shall comply with all of the provisions contained in the RFP, including, but not limited to, those at Subsection 4.24 (PROPOSAL CONDITIONS AND ASSUMPTIONS), on pages RFP-5 and RFP-6.
- 2.3 In addition to the services described in Paragraph 2.2, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the terms, conditions and assumptions described in the RFP and as amended by the Addenda.
- 2.4 While providing any of the services described above at/on the project site, the Consultant and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Consultant shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.
- 2.5 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, EIGHTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$82,500.00) as full compensation for all services rendered under this Agreement, said dollar amount being equal to the sum of the following:

Total Design/Construction Support Cost:	\$ 75,000.00
10% Contingency on Design Cost:	\$ 7,500.00.

- 3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Commissioner for DPW. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2021 and continue in effect through November 30, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the work performed. The 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.

ARTICLE 16. INSURANCE

- 16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.
- 16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall

promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. Gen. Mun. Law § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 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 25. STORMWATER MANAGEMENT PROGRAM

- 25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.
- 25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

- 26.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), the Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures described in the RFP.
- 26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

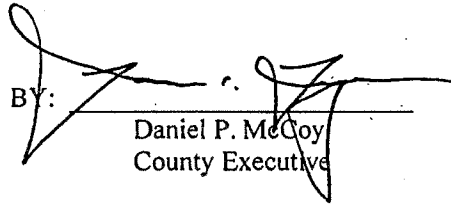
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 10/17/2021

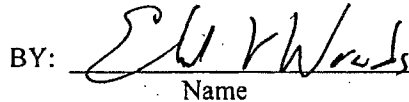
BY: 
Daniel P. McCoy
County Executive

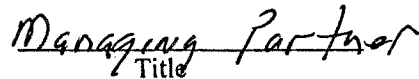
or

Daniel C. Lynch
Deputy County Executive

CREIGHTON MANNING
ENGINEERING, LLP

DATED: 10/8/21

BY: 
Name


Title

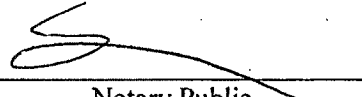
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

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 19th day of October, 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.

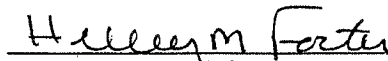


Notary Public
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 8th day of October, 2021, before me, the undersigned, personally appeared Edward V. Woods, 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.

HILLARY M. FOSTER
Notary Public, State of New York
No. 01FO6245668
Qualified in Albany County
Commission Expires August 1, 2023



Notary Public

**SCHEDULE A
INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

Request for Contract Approval	
Request ID #	6393
Contract #	6493
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance Roads Buildings;#72;#3140 - Probation
Date submitted	8/2/21
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Creighton Manning Engineering, LLP
Estimated Amount	\$82,500
Estimated Term	10/1/21-11/30/22 (14 months)
Scope of Services	Design and Construction Inspection of Cr352 (Fox Creek Rd.) over Fox Creek in the Town of Rensselaerville. Bond HHT6 (Res. 519 11/12/19)
Budget Line Item	N/A
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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

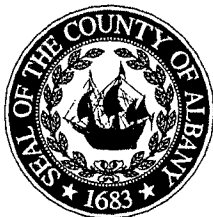
Date: August 6, 2021

Re: Contract Request
For Design Services for CR352

The Public Works Department is requesting the approval to enter into a contract with Creighton Manning Engineering, LLP for the Design and Construction Inspection of CR352 (Fox Creek Rd.) over Fox Creek in the Town of Rensselaerville. The County Purchasing Agent received nine (9) proposals for this project. Our engineering staff reviewed the bids and recommended the award of this contract to the low bidder, Creighton Manning Engineering, LLP. The total contract amount shall not exceed \$82,500.00 (includes 10% contingency). We have decided to only award Design and Construction Support and bundle Construction Inspection in a separate contract with other projects.

The term of this contract will be from October 1, 2021 through November 30, 2022 (14 months). Bond HHT6 (Res. 519 11/12/19) will be used.

Please contact this office if further information is needed. Thank you.



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
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LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: August 6, 2021

Re: Contract Request
For Design Services for CR352

The Public Works Department is requesting the approval to enter into a contract with Creighton Manning Engineering, LLP for the Design and Construction Inspection of CR352 (Fox Creek Rd.) over Fox Creek in the Town of Rensselaerville. The County Purchasing Agent received nine (9) proposals for this project. Our engineering staff reviewed the bids and recommended the award of this contract to the low bidder, Creighton Manning Engineering, LLP. The total contract amount shall not exceed \$82,500.00 (includes 10% contingency). We have decided to only award Design and Construction Support and bundle Construction Inspection in a separate contract with other projects.

The term of this contract will be from October 1, 2021 through November 30, 2022 (14 months). Bond HHT6 (Res. 519 11/12/19) will be used.

Please contact this office if further information is needed. Thank you.



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: Lisa Ramundo, Commissioner
Department of Public Works

FROM: Karen Storm *Karen*
Purchasing Agent

DATE: July 28, 2021

RE: RFP#221-084 Project 21-C570 CR352 Fox Creek road Over Fox Creek Bridge
Replacement Project Design and Construction Support Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Creighton Manning Engineering, LLP in the amount of \$82,500.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Creighton Manning Engineering, LLP 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

To: Karen Storm, Purchasing Agent

From: Lisa Ramundo, Commissioner *LR*

Date: July 27, 2021

RE: RFP #2021-084
Project #21-C570
CR352 (Fox Creek Road) over Fox Creek (BIN 3301400)
Bridge Replacement Project
Design & Construction Support Services

Upon review of the nine (9) proposals that were received regarding the aforementioned project, I would like to recommend Creighton Manning Engineering, LLP, for the award in the amount not to exceed \$82,500.00 (includes 10% contingency). We have decided to only award Design & Construction Support and bundle Construction Inspection in a separate contract with other projects.

I have attached a copy of our Engineering Divisions recommendation along with the rating sheets.

If you have any questions, please feel free to contact my office.

LMR:ld



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Lisa M. Ramundo, Commissioner

From: Bill Anslow, Civil Engineer 

Date: July 27, 2021

RE: RFP #2021-084
Project #21-C570
CR352 (Fox Creek Road) over Fox Creek (BIN 3301400)
Bridge Replacement Project
Design & Construction Support Services

Attached please find the rating tally sheet for the subject project. After reviewing all nine (9) of the RFP's, we recommend the project be awarded to Creighton Manning Engineering, LLP on the basis of the best understanding of the scope of the project. We have decided to only award Design & Construction Support and bundle Construction Inspection in a separate contract with other projects. Total contract amount not to exceed \$82,500.00 (includes 10% contingency).

Please let me know if you have any questions.

WA:ld

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2021-084

Sealed Proposals for Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN 3301400) Bridge Replacement Project as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday, July 8, 2021.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on (June 10, 2021).

Karen A. Storm
Purchasing Agent

Dated: June 4, 2021
Albany, New York

PUBLISH ONE DAY – JUNE 10, 2021 -- THE EVANGELIST
PUBLISH ONE DAY – JUNE 10, 2021 -- THE TIMES UNION

COUNTY OF ALBANY

Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN 3301400) Bridge Replacement Project

RFP#2021-084

ADDENDUM #1

June 21, 2021

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 21st day of June 2021, in connection with the Request for Bids#2021-084 Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN 3301400) Bridge Replacement Project as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB #2021-084

Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN
3301400) Bridge Replacement Project

ADDENDUM #1

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

ITEM #1: The subject RFP refers to an attached site location map however no such map was attached to the RFP. Can the map be made available via addendum?

Answer: Yes, please see attached map that was omitted from the original Request for Proposal.

End of Addendum #1

COUNTY OF ALBANY

Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN 3301400) Bridge Replacement Project

RFP#2021-084

ADDENDUM #2

June 23, 2021

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 23rd day of June 2021, in connection with the Request for Bids#2021-084 Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN 3301400) Bridge Replacement Project as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFP #2021-084

Design and Construction Inspection Services for CR352 (Fox Creek Rd.) over Fox Creek (BIN 3301400) Bridge Replacement Project

ADDENDUM #2

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

ITEM #1: Question: What is the funding source for this project?

Answer: This project is 100% County Funded..

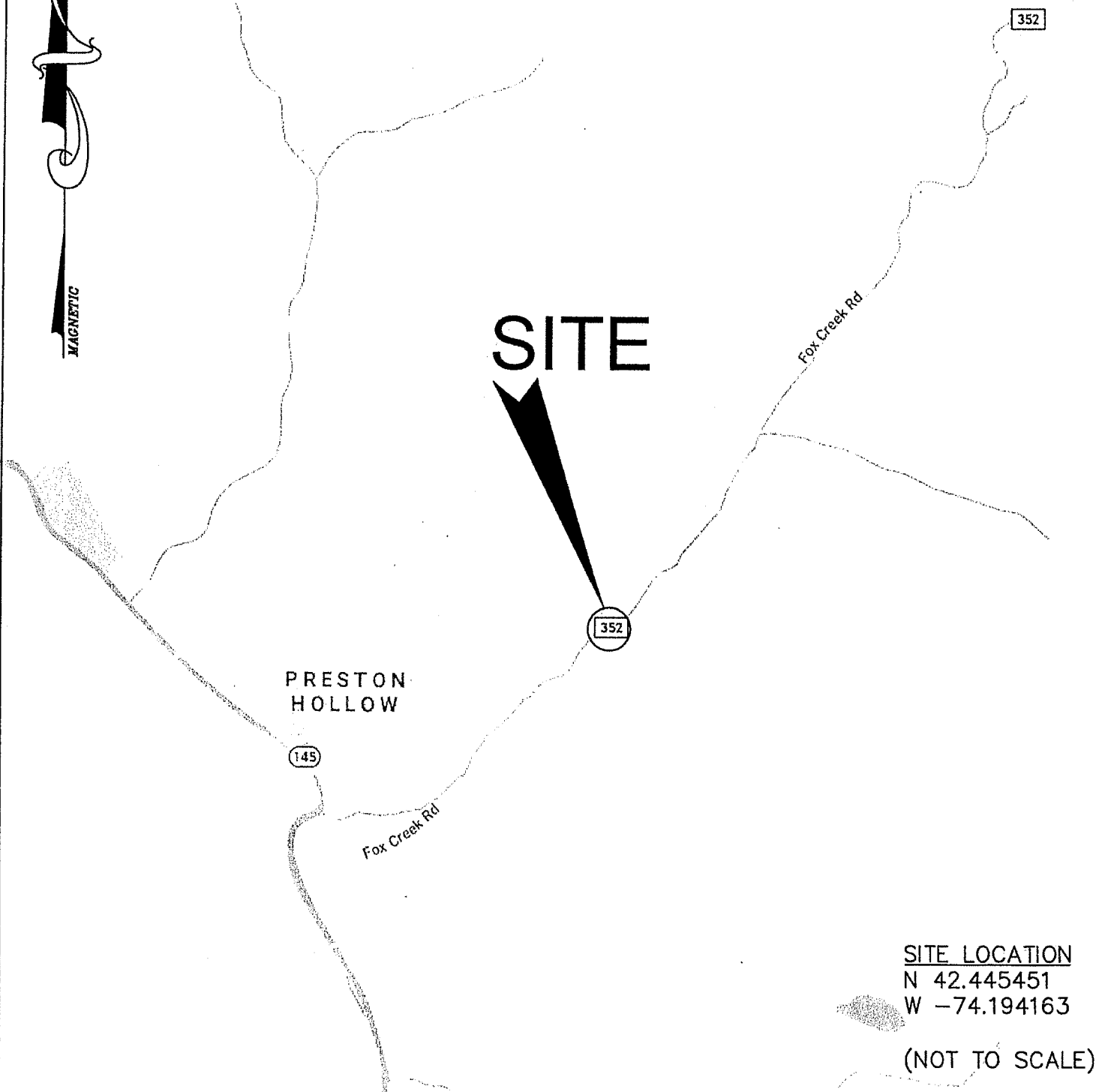
ITEM#2: Question: Is it the intent of the County, that the consultant provide for the preparation of a NYSDOT Design Report?

Answer: The consultant shall provide a design report document, not to the level of a full blown NYSDOT design report that would be required for a federally funded project.

ITEM#3: Question: Is the latest bridge inspection report available for review? If so, how may we obtain a copy?

Answer: The most recent inspection report from 2019 is available to view by appointment at the Albany County Department of Public Works.

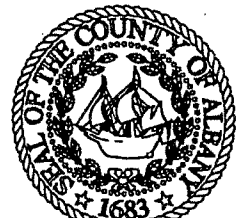
End of Addendum #2



ALBANY COUNTY
DEPT. OF PUBLIC WORKS
HIGHWAY ENGINEERING DIVISION

CR 352 BIN. 3301400

TOWN OF RENSSELAERVILLE



RATING SHEET
RFP 2021-084
CR 352 (Fox Creek Rd) over Fox Creek
(BIN 3301400) Bridge Replacement Project

	GOLDIERS ENGINEERING & DESIGN	GREGG HON MANING ENGINEERING	JOHN ALBERT ASSOCIATES	GPI	ME ENGINEERING & LAND SURVEYING	Baron and Logsdon	HVT	KSE	CCS
Bill	8.125	9.175	8.200	9.150	9.200	8.95	7.45	8.525	8.4
Lisa	8.475	9.325	7.550	8.800	9.050	8.1	7.6	8.825	7.85
Tony	8.625	9.075	8.400	8.250	8.400	8.65	7.85	8.375	8.2
Totals	25.225	27.575	24.150	26.200	26.650	25.700	22.900	25.725	24.450
Average	8.408	9.192	8.050	8.733	8.883	8.567	7.633	8.575	8.150
Rank	6	1	8	3	2	5	9	4	7

EVALUATION SCORE SHEET
RFP 2021-084
Design + Inspection Services
CR 352 (Fox CreekRd) over Fox Creek (BIN 3301400) Bridge Replacement Project

7/22/2021

PROPOSER	Criteria	Weight	Collateral Experience		Geographic Mapping		Topo/LiDAR		GIS		MD ENGINEERING		Barrow and Legault		DWT		KSE		CCS	
	Proposer's Comprehension of required work; Scope of Services	20%	8.5	1.700	8.5	1.700	9.5	1.900	9	1.800	9	1.800	9.5	1.900	8.5	1.700	10	2.000	10	2.000
	Prior Experience in similar projects	20%	7	1.400	8.5	1.700	10	2.000	10	2.000	8	1.600	9	1.800	9	1.800	8	1.600	9	1.800
	Total Proposed Price	25%	8.5	2.125	9.5	2.375	4	1.000	9	2.250	10	2.500	7	1.750	5	1.250	7.5	1.875	6	1.500
	Ability to keep project on schedule and within budget (Include examples and a proposed schedule)	20%	7	1.400	10	2.000	9	1.800	8	1.600	9	1.800	10	2.000	6	1.200	8	1.600	8	1.600
	Proposed Project Staffing (Evaluation of Employee's Resumes)	10%	10	1.000	9	0.900	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000
	Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
			8.125		9.175		8.200		9.150		9.200		8.950		7.450		8.575		8.400	

B/A

Name: Bill Auslow

Date: 7/22/21

EVALUATION SCORE SHEET
RFP 2021-084
Design + Inspection Services

PROPOSER	Weight	QUALITY OF THE PROPOSAL	TECHNICAL MERIT	PRICE ALLOC.	Q&A	ON-SITE INSPECTION	PROJ. INFO. FILE	Q&A	PROJ. INFO. FILE	Q&A	PROJ. INFO. FILE	Q&A	PROJ. INFO. FILE						
Criteria																			
Proposer's Comprehension of required work, Scope of Services	20%	7	1,400	10	2,000	8	1,600	8	1,600	8	1,600	7	1,400	10	2,000	9	1,800		
Prior Experience in similar projects	20%	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800		
Total Proposed Price	25%	8.5	2,125	9.5	2,375	4	1,000	9	2,250	10	2,500	7	1,750	5	1,250	7.5	1,875	6	1,500
Ability to keep project on schedule and within budget (Include examples and a proposed schedule)	20%	9	1,800	9	1,800	9	1,800	9	1,800	8	1,600	9	1,800	9	1,800	7	1,400		
Proposed Project Staffing (Evaluation of Employee's Resumes)	10%	9	0,900	9	0,900	9	0,900	9	0,900	9	0,900	9	0,900	9	0,900	9	0,900		
Client References	5%	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450		
		8.475		9.325		7.550		8.800		9.050		8.100		7.600		8.825		7.150	
R																			

Name: LISA DAMUNDO Date: 7/22/21

EVALUATION SCORE SHEET
RFP 2021-084
Design + Inspection Services
CR 352 (Fox CreekRd) over Fox Creek (BIN 3301400) Bridge Replacement Project

PROPOSER	Criteria	Weight	Geotech Engineering		Geotechnical Vibration		Earthquake		GPI		VE ENGINEERING		Barometric Guidance		JWT		KSE		QSS	
Proposer's Comprehension of required work; Scope of Services	20%	9	1.800	9	1.800	10	2.000	7	1.400	7	1.400	9.5	1.900	8	1.600	9	1.800	9	1.800	
Prior Experience in similar projects	20%	8	1.600	9	1.800	10	2.000	8	1.600	7.5	1.400	10	2.000	10	2.000	10	2.000	9	1.800	
Total Proposed Price	25%	8.5	2.125	9.5	2.375	4	1.000	9	2.250	10	2.500	7	1.750	5	1.250	7.5	1.875	6	1.500	
Ability to keep project on schedule and within budget (Include examples and a proposed schedule)	20%	8	1.600	8	1.600	10	2.000	8	1.600	8	1.600	8	1.600	8	1.600	7	1.400	8	1.600	
Proposed Project Staffing (Evaluation of Employee's Resumes)	10%	10	1.000	10	1.000	9	0.900	9	0.900	10	1.000	9	0.900	9	0.900	8	0.800	10	1.000	
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	
			8.625	9.075	8.400	8.250	8.400	8.650	7.850	8.375	8.200									

Name: _____

Date: 7/27/21

RFP #2021-084

CR 352 (Fox Creek Road) over Fox Creek (BIN 3301400) Bridge Replacement Project

Design Construction and Inspection

Vendor	FA	Collier	B & L	GPI	JMT
Design	\$242,000.00	\$82,000.00	\$89,900.00	\$78,500.00	\$122,500.00
10%	\$24,200.00	\$8,200.00	\$9,000.00	\$7,850.00	\$12,250.00
Construction Inspection	\$84,600.00	\$110,000.00	\$125,000.00	\$130,000.00	\$121,900.00
Testing	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
TOTAL PROJECT COST	\$358,800.00	\$208,200.00	\$231,900.00	\$224,350.00	\$264,650.00

[Continued on page 2]

Vendor	CME	C & S	KSE	MJ
Design	\$75,000.00	\$112,000.00	\$88,822.00	\$73,000.00
10%	\$7,500.00	\$11,200.00	\$8,882.00	\$7,300.00
Construction Inspection	\$125,000.00	\$118,500.00	\$100,000.00	\$99,000.00
Testing	\$8,000.00	\$8,000.00	NO TESTING INCLUDED	\$8,000.00
TOTAL PROJECT COST	\$215,500.00	\$249,700.00	\$197,704.00	\$187,300.00

RESOLUTION NO. 519

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,920,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,920,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$1,282,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,282,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,282,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,282,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,255,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,255,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,255,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,255,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to construct and reconstruct Watervliet-Shaker Road in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$433,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$433,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$433,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$433,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,920,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution

shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Miller, Peter, Ms. Plotsky, Messrs. Reinhardt, Simpson, Smith, Stevens, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Resolution was adopted - 11/12/19

Albany County Request for Contract Approval

Contract #	2023-1358
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	D5020 - Highways- Engineering Div
Date Submitted	Tuesday, October 10, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Traffic Markings, Inc 1739 Hanover Rd, Burlington, NC 27217
Estimated Amount	\$100,275.00
Estimated Term	10/10/2023 to 10/31/2023
Scope of Services	Cost of Delivery of Paint Striping Truck - purchased approved in CAB 1278 RFB 2023-105 RLA 4572
Budget Line Item	DD5020 - 4004 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: October 11, 2023

Re: Authorization to Pay for Delivery of Road Striping Truck

The Department of Public Works is requesting authorization to pay for the delivery of one (1) Used Striping Truck from Traffic Markings, Inc., the lone bidder on RFB #2023-101. The cost of delivery is \$2,775.00 and will be paid from Road Striping Line D5020.4004.

The Striping Truck will be used to stripe various County Roads. We are purchasing this truck because the cost to hire a contractor to stripe our roads is no longer economical for the county.

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Purchase of Used Striping Truck RFB NUMBER: 2023-105

Receipt Confirmation Form

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

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

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

Company Name: TRAFFIC MARKINGS, Inc.
Address: 4 MASTER DRIVE
City: FRANKLIN State: MA Zip Code: 02038
Contact Person: TIM LANGEVIN
Title: General Manager
Phone Number: 774-244-6402 Fax Number: N/A E-Mail: TIM@USEDSTRIPING.COM

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
☐ Yes / ☒ No

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

Fax Number: _____ E-Mail: ☒ _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Striping Truck
Bid Number: 2023-105

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:

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

Date	Number
AUGUST 25, 2023	# 1

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

- (b) 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 deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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")
7. Communication concerning this Bid shall be addressed to:
- TRAFFIC MARKINGS, INC.
- TIMOTHY M. LANGVIN
- Phone: 774-244-6402 Fax: _____
- E-mail: TIM@USEDSTRIPING.COM
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Striping Truck
Bid Number: 2023-105

Unit Price for Used Striping/Paint Truck
2004 or newer GMC or Equivalent

\$ 97,500.00

Optional
Delivery cost to DPW
Zip Code 12186

\$ 2,775.00

Mileage

45,899

Year, Make, and Model being provided

2004 GMC T-7500

COMPANY:

TRAFFIC MARKINGS, INC.

ADDRESS:

4 MASTER DRIVE

CITY, STATE, ZIP:

FRANKLIN, MA 02038

TEL. NO.:

774-244-6402

FAX NO.:

—

FEDERAL TAX ID NO.:

04 2687728

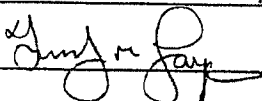
REPRESENTATIVE:

TIM LANGEVIN

E-MAIL:

TIM@USEDSTRIPING.COM

SIGNATURE AND TITLE

 CORP. SECRETARY

DATE

8-28-23

BF3



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: September 1, 2023

Re: Authorization to Purchase Road Striping Truck

The Department of Public Works is requesting authorization for the purchase of one (1) Used Striping Truck from Traffic Markings, Inc., the lone bidder on RFB #2023-101, pending legislative approval to amend our 2023 Budget by transferring \$97,500.00 from Road Striping Line D5020.4004 to Specialty Equipment Line D5110.2080.

The Striping Truck will be used to stripe various County Roads. We are purchasing this truck because the cost to hire a contractor to stripe our roads is no longer economical for the county.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 31, 2023

RE: RFB-2023-101 Purchase of Used Striping Truck

I am in receipt of your recommendation to award the aforementioned to Traffic Markings Inc. in the amount of \$97,500.00.

As Traffic Markings Inc. is the sole bidder and meets the specifications, 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.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: August 31, 2023

RE: RFB #2023-105
Purchase of Used Striping Truck

After review of the one (1) bid received for RFB #2023-105 Purchase of a Used Striping Truck, I would like to recommend Traffic Markings, Inc. for the award of this bid in the amount not to exceed \$97,500.00.

If you have any questions, please feel free to contact my office.

LMR:ct

Albany County Request for Contract Approval

Contract #	2023-1338
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	SC) State Contract
Department	G8130 - Sewage Treatment
Date Submitted	Friday, September 29, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	HOLLAND COMPANY INC 153 HOWLAND AVENUE, ADAMS, MA 01220-1199
Estimated Amount	\$30,000.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	PURCHASE & DELIVERY OF SODIUM BISULFITE
Budget Line Item	GG8130 - 44107 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

September 28, 2023

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

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

Re: Contract Renewal – Contract No. 575 of 2022
Holland Company - Sodium Bisulfite Supply

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to exercise the first of two one (1) year renewals for the above referenced contract to Holland Company for the supply of sodium bisulfite for the unit price of \$1.90 per gallon. The contract will be for a one (1) year term that is scheduled to run from January 1, 2024 through December 31, 2024. The total estimated contract value is \$30,000 for the contract term.

A copy of the original contract and the renewal confirmation from the vendor is enclosed.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc.: Contract# 575 of 2022
Vendor renewal confirmation

cc: Lucas Rogers, Policy Analyst
Zach Smetana, Budget Analyst

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

RE: BID #2022-081
SODIUM BISULFITE

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2022-081 AND WILL HOLD
AWARDED BID PRICES THROUGH DECEMBER 31, 2024
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

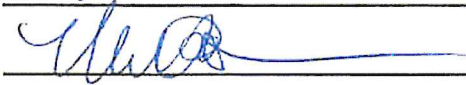
SUBMITTED BY:

VENDOR: Holland Company, Inc.

REPRESENTATIVE: Matthew B. Holland

TELEPHONE # 413-743-1292

FAX #: 413-743-1298

SIGNATURE: 

**PLEASE RETURN THIS FORM BY FAX OR EMAIL
TO ALAINA.NUVOLA@ALBANYCOUNTYNY.GOV @ 518-447-5588.**



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: January 19, 2023

TO: **Angelo Gaudio**

FROM: Tracy Murphy
Assistant County Attorney

RE: Agreement Between the County of Albany
And Holland Company Inc
Contract No: 575 of 2022

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

Kindly forward the agreement to the contractor.

Thank you.

TD/TB
Enclosure

ACMPO RECD
22 JAN 24

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND HOLLAND COMPANY, INC.
FOR SODIUM BISULFITE AT THE ALBANY COUNTY
WATER PURIFICATION DISTRICT NORTH PLANT

CONTRACT NO. 2022-575

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County") and Holland Company Water, Inc., a Massachusetts corporation registered to do business in New York State, with its principal place of business located at 153 Howland Avenue, Adams, MA 01220-1199 (hereinafter the "Contractor;" and with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District requires sodium bisulfite for the Albany County Water Purification District (hereinafter, the "ACWPD") North Plant; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for bids for the aforesaid sodium bisulfite, said request having been denominated RFB #2022-081-R, issued on September 9, 2022, and published on September 15, 2022 (hereinafter, the "RFB"); and

WHEREAS, the Purchasing Division has issued one (1) addendum to the RFB on September 20, 2022 (hereinafter, the "Addendum"); and

WHEREAS, the Contractor submitted a bid on September 23, 2022 to provide the aforesaid sodium bisulfite (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid sodium bisulfite as the lowest responsible bidder; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

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 Addendum; 3) the RFB; 4) the Bid.

ARTICLE 2: SCOPE OF WORK/SERVICES

The Contractor shall provide and deliver sodium bisulfite to the ACWPD North Plant in accordance with the time, place, manner, specifications, etc. described in the RFB at pages SCP1 through SCP3, as amended by the Addendum.

Warranty?

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation in the amount of \$1.90 per gallon delivered, total compensation not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), for all goods and services rendered under this Agreement.

3.2 The price per gallon described in Paragraph 3.1 includes freight and F.O.B. destination.

ARTICLE 4. PAYMENT

4.1 The County operates on a formal Purchase Order System. The Contractor shall deliver only the items specified on the purchase order and shall not be paid without one. If the Contractor delivers items the ACWPD did not order, or duplicates or over ships items, it does so entirely at its own expense. Such shipments shall be at no cost or responsibility to the County.

4.2 All deliveries shall be made within seven (7) business days of the Contractor's receipt of a purchase order, unless otherwise specified by the County, or as otherwise agreed upon between the Contractor and the Purchasing Division.

4.3 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to the Contractor for inside delivery at those locations.

4.4 The ACWPD shall place orders on an "as-needed" basis. There shall be no minimum order amounts required.

4.5 Prior to payment, the items furnished shall be inspected by the ACWPD to determine their conformity to specification. No payment shall be made for work not meeting specification.

4.6 The County is not subject to Federal, State, or Local taxes.

ARTICLE 5. TERM OF AGREEMENT

5.1 The term of this Agreement shall commence on January 1, 2023 and continue in effect through December 31, 2023.

5.2 The Agreement may be extended for two (2) additional, one (1) year consecutive periods, upon the mutual consent of the Parties. If extended, the same terms, conditions and pricing shall remain in effect for the first one (1) year renewal period beginning January 1, 2024 and ending December 31, 2024, and the second one (1) year renewal period beginning January 2, 2025 and ending December 31, 2025.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirement, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any

purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the

amounts provided in the Schedule A attached hereto and made a part hereof. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a] a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that 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 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

Not applicable.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

28.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

28.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

28.4 If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

28.5 The County shall bear no responsibility other than that set forth in this Agreement.

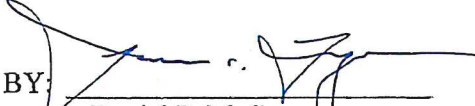
28.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail,

postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

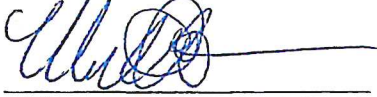
COUNTY OF ALBANY

DATED: 1/19/2023

BY: 
Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

HOLLAND COMPANY, INC.

DATED: January 3, 2022

BY: 
Name: Matthew B Holland

Manager
Title:

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

On the ____ day of _____, 2022, 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 19th day of January, 2022, 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.



EUGENIA K. CONDON
NOTARY PUBLIC of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

Massachusetts
STATE OF ~~MASSACHUSETTS~~)
COUNTY OF Berkshire) SS.:

On the 3rd day of January, 2020, before me, the undersigned, personally appeared Matthew B Holland personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.





NOTARY PUBLIC Colleen D. Putnam

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.

Albany County Request for Contract Approval

Contract #	2023-1353
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date Submitted	Friday, October 06, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	APPLIED INDUSTRIAL TECHNOLOGIES, INC. 6 ENTERPRISE DR., ALBANY, NY 12204
Estimated Amount	\$85,000.00
Estimated Term	10/17/2023 to 10/30/2024
Scope of Services	SUPPLY OF GRIT COLLECTOR CHAINS
Budget Line Item	GG8130 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 6, 2023

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

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB-2023-066 Grit Collector Chain
Contract Approval – Applied Industrial Technologies**

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to Applied Industrial Technologies, for the supply of grit collector chain used for the District's grit removal process. The contract term will be for a 1 year period from date of award. The total estimated contract value is \$85,000 for the contract term.

Two bids were received and Applied Industrial Technologies was considered the lowest responsible bidder as the second bidder failed to meet the submittal requirements outlined in the bid or demonstrate compliance with the material requirements. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation
District Recommendation memo
Purchasing Dept. Concurrence memo

cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director

FROM: Pamela O'Neill
Purchasing Agent

DATE: October 6, 2023

RE: RFB-2023-066 Grit Collector Chain

I am in receipt of your recommendation to award the aforementioned to Applied Industrial Technologies in the amount of \$85,000.00.

As Applied Industrial Technologies met all the substantial requirements for the RFB, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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COMMISSION
DENNIS RIGOSU
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JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2023-066 Grit Collector Chain
Date: October 6, 2023

The Water Purification District (District) received two bids for the above referenced RFB. The two bidders are identified as Fairfield Service Company and Applied Industrial Technologies. Although Fairfield was the apparent low bidder they failed to submit shop drawings at the time of bid as required per Article 6 on page SPC6 of the technical specifications within the RFB.

Because Fairfield did not meet the submittal requirements outlined in the bid and subsequently failed to provide submittals after being requested by the County, we are recommending that Applied Industrial Technologies be awarded the contract for the above referenced RFB.

The contract term is for 1 year period for a contract value of \$85,000.00. Please return your notice of concurrence so that I may submit this award request for Legislative approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

RFB-2023-066: Replacement Chains/Sprockets for North & South Plant Grit Collectors Tabulation**Vendor: Applied Industrial Technologies**

North Plant			
<u>Quantity</u>	<u>Item/ Description</u>	<u>Price Each</u>	<u>Total</u>
390 ft	#720S Chain	\$ 31.55	\$ 12,304.50
2 ea	#720-25T-24.09 P.D. 4 7/16"	\$ 1,825.00	\$ 3,650.00
1 ea (Plain)	#720-19T-18.46 P.D. 2 7/16"	\$ 1,157.00	\$ 1,157.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 2 7/16"	\$ 1,161.00	\$ 1,161.00
1 ea (Plain)	#720-19T-18.46 P.D. 2 15/16"	\$ 1,156.00	\$ 1,156.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 2 15/16"	\$ 1,162.00	\$ 1,162.00
1 ea (Plain)	#720-19T-18.46 P.D. 3 15/16"	\$ 1,280.00	\$ 1,280.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 3 15/16"	\$ 1,367.00	\$ 1,367.00
1 ea (Plain)	#720-19T-18.46 P.D. 3 7/16"	\$ 1,165.00	\$ 1,165.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 3 7/16"	\$ 1,171.00	\$ 1,171.00
	Total North Plant:		\$ 25,573.50
South Plant			
<u>Quantity</u>	<u>Item/ Description</u>	<u>Price Each</u>	<u>Total</u>
340 ft	#C110 Chain	\$ 55.00	\$ 18,700.00
2 ea	#C110-25T-24.12 P.D. 3 15/16"	\$ 1,823.00	\$ 3,646.00
2 ea (Plain)	#C110-19T-18.48 P.D. 2 15/16"	\$ 1,244.00	\$ 2,488.00
2 ea (Set Screwed)	#C110-19T-18.48 P.D. 2 15/16"	\$ 1,292.00	\$ 2,584.00
1 ea (Plain)	#C110-19T-18.48 P.D. 3 15/16"	\$ 1,464.00	\$ 1,464.00
1 ea (Set Screwed)	#C110-19T-18.48 P.D. 3 15/16"	\$ 1,511.00	\$ 1,511.00
1 ea (Plain)	#C110-19T-18.48 P.D. 3 7/16"	\$ 1,343.00	\$ 1,343.00
1 ea (Set Screwed)	#C110-19T-18.48 P.D. 3 7/16"	\$ 1,390.00	\$ 1,390.00
	Total South Plant:		\$ 33,126.00
TOTAL ALL ITEMS:			\$ 58,699.50

RFB-2023-066: Replacement Chains/Sprockets for North & South Plant Grit Collectors Tabulation**Vendor: Fairfield Service Company of Indiana LLC**

North Plant			
Quantity	Item/ Description	Price Each	Total
390 ft	#720S Chain	\$ 21.85	\$ 8,521.50
2 ea	#720-25T-24.09 P.D. 4 7/16"	\$ 945.00	\$ 1,890.00
1 ea (Plain)	#720-19T-18.46 P.D. 2 7/16"	\$ 622.00	\$ 622.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 2 7/16"	\$ 675.00	\$ 675.00
1 ea (Plain)	#720-19T-18.46 P.D. 2 15/16"	\$ 630.00	\$ 630.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 2 15/16"	\$ 680.00	\$ 680.00
1 ea (Plain)	#720-19T-18.46 P.D. 3 15/16"	\$ 695.00	\$ 695.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 3 15/16"	\$ 710.00	\$ 710.00
1 ea (Plain)	#720-19T-18.46 P.D. 3 7/16"	\$ 657.00	\$ 657.00
1 ea (Set Screwed)	#720-19T-18.46 P.D. 3 7/16"	\$ 670.00	\$ 670.00
	Total North Plant:		\$ 15,750.50
South Plant			
Quantity	Item/ Description	Price Each	Total
340 ft	#C110 Chain	\$ 48.00	\$ 16,320.00
2 ea	#C110-25T-24.12 P.D. 3 15/16"	\$ 1,025.85	\$ 2,051.70
2 ea (Plain)	#C110-19T-18.48 P.D. 2 15/16"	\$ 715.00	\$ 1,430.00
2 ea (Set Screwed)	#C110-19T-18.48 P.D. 2 15/16"	\$ 760.00	\$ 1,520.00
1 ea (Plain)	#C110-19T-18.48 P.D. 3 15/16"	\$ 825.00	\$ 825.00
1 ea (Set Screwed)	#C110-19T-18.48 P.D. 3 15/16"	\$ 875.00	\$ 875.00
1 ea (Plain)	#C110-19T-18.48 P.D. 3 7/16"	\$ 765.00	\$ 765.00
1 ea (Set Screwed)	#C110-19T-18.48 P.D. 3 7/16"	\$ 815.00	\$ 815.00
	Total South Plant:		\$ 24,601.70
TOTAL ALL ITEMS:			\$ 40,352.20

Albany County Request for Contract Approval

Contract #	2023-1354
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date Submitted	Friday, October 06, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	LND TECHNICAL SERVICES 9337 KATY FWY, STE B-5104, HOUSTON, TX 77024
Estimated Amount	\$53,700.00
Estimated Term	10/17/2023 to 10/30/2024
Scope of Services	PREVENTATIVE MAINTENANCE TO THE HIGH VOLTAGE SUBSTATIONS AT THE SOUTH PLANT
Budget Line Item	GG8130 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH

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MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 6, 2023

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

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

Re: RFB-2023-110-Preventative Maintenance South Plant Electrical Substations

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to LND Technical Services for a total not to exceed amount of \$53,700. Work will include preventative maintenance to the high voltage substations and switches at the District's South Plant. The estimated contract term is six months with completion expected by the end in April 2024.

Two bids were received and LND Technical Services was the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,


Angelo Gaudio, P.E.
Executive Director

Enc: District Recommendation Memo
Bid Tabulation
Purchasing Division Concurrence Memo

Cc: Lucas Rogers, Policy Analyst
Zak Smetana, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 5, 2023

RE: RFB-2023-110 Preventative Maintenance South Plant Electrical Supplies

I am in receipt of your recommendation to award the aforementioned to LND Technical Services in the amount of \$53,700.00.

As LND Technical Services is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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COMMISSION

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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2023-110 Preventative Maintenance South Plant Electrical Substations

Date: October 5, 2023

The Water Purification District recommends award of the above subject RFB to the apparent low bidder, LND Technical Services for the amount of \$ 53,700.

Please return your notice of concurrence so that I may submit this award request to the Contract Management Board.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

RFB-2023-110 Bid Tabulation

Bidder	Resa Service	LND Technical Services
Main Substation (Lump Sum)	\$ 14,700.00	\$ 18,700.00
Substation #1 Aeration Control Building (Lump Sum)	\$ 8,900.00	\$ 5,000.00
Substation #2 Preliminary Treatment Building 2 Units (Lump Sum)	\$ 8,900.00	\$ 5,000.00
Substation #3 Return Sludge Building (Lump Sum)	\$ 8,900.00	\$ 5,000.00
Substation #4 Solids Building MCC#1 (Lump Sum)	\$ 8,900.00	\$ 5,000.00
Substation #5 Solids Building MCC#2 (Lump Sum)	\$ 11,900.00	\$ 5,000.00
Allowance	\$ 10,000.00	\$ 10,000.00
Total Bid Amount	\$ 72,200.00	\$ 53,700.00

Albany County Request for Contract Approval

Contract #	2023-1355
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date Submitted	Friday, October 06, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	UV ENGINEERING SOLUTIONS 2 INDIAN HILL ROAD, WESTPORT, CT 06880
Estimated Amount	\$40,000.00
Estimated Term	10/17/2023 to 10/30/2024
Scope of Services	SUPPLY OF UV LAMPS FOR SOUTH PLANT'S UV DISINFECTION SYSTEM
Budget Line Item	GG8130 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 6, 2023

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

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB-2023-104 Wedeco Ultraviolet (UV) Parts
Contract Approval – UV Engineering Solutions for UV Lamp Purchase**

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to UV Engineering Solutions, for the supply of UV lamps for the South Plant's UV disinfection system. The contract terms will be for 6 months from date of award. The total estimated contract value is \$40,000 for the contract term.

Two bids were received and UV Engineering Solutions, was the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation
District Recommendation memo
Purchasing Dept. Concurrence memo

cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 5, 2023

RE: RFB-2023-104 UV Disinfection Parts

I am in receipt of your recommendation to award the aforementioned to UV Engineering Solutions in the amount of \$40,000.00.

As UV Engineering Solutions is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

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COMMISSION

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CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2023-104 WEDECO Duron UV Parts
Date: October 3, 2023

The Water Purification District completed its review of the two bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder, UV Engineering Solutions for the following part(s):

UVCS-32-151	Amalgam Lamp	\$300.00 each
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The contract term is from the date of the contract execution until completion of all work under the contract. The estimated annual contract amount is \$40,000.

Please return your notice of concurrence so that I may submit this award request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

AG/sc

RFB-2023-104 WEDECO Duron UV Parts**Vendor: GP Jager Inc**

Part number	Description
76105466	Ecoray ELR 60 UV Lamp
76107618	Quartz Sleeve
76039498	O-ring lamp seal
76106996	Ecoray Ballast TDS 60
766114212	Wiper Ring Assembly
6104022	UV Sensor SO 20101
766113838	Connector plug for ELR 60 Lamp

Vendor: UV Engeering Solutions***Substituted Item**

Part number	Description
UVCS-32-1515*	Amalgam Lamp
76107618	Quartz Sleeve
76039498	O-ring lamp seal
76106996	Ecoray Ballast TDS 60
766114212	Wiper Ring Assembly
6104022	UV Sensor SO 20101
766113838	Connector plug for ELR 60 Lamp

Albany County Request for Contract Approval

Contract #	2023-1306
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Wednesday, September 20, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Senior Projects of Ravena 9 Bruno Boulevard, Ravena, New York 12143
Estimated Amount	\$23,920.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Contractor shall provide in home contact and support services to older adults age 60 years and older in Albany County. These services include; friendly visits, shopping assistance, telephone assurance counseling along with light housekeeping, laundry services, bill paying and other essential errands.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00% Local: 0.00% Other: 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 25, 2023
Re: Request for CAB approval

Program:	In Home Contact and Support
Provider:	Senior Projects of Ravena
Contract Term:	1/1/24– 12/31/24
Contract Amount:	\$23,920.00
Older Adults Served	25-30 older adults per week

This request is for approval to enter into a contract with the said Contractor to ensure the provision of In-Home Contact Support Services for the stated contract term. The Contractor will provide the following services to older adults year and older in Albany County;

- Shopping Assistance – Shopping on behalf of an older person.
- Friendly Visiting – A scheduled visit to an older person to provide socialization, recreation and the opportunity to observe and report the person's condition and circumstances.
- Telephone Reassurance – Regularly schedule telephone contact with an older adult with follow-up as necessary and appropriate.

Home bound or isolated seniors will receive supportive contacts through the friendly home visitor program, assistance in obtaining daily necessities, including food and medicine, through the shopping assistance program, and telephone assurance counseling. These contacts with homebound and isolated individuals also provide opportunities to observe their circumstances and follow up on their well-being.

[illegible]

Albany County Request for Contract Approval

Contract #	2023-1307
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Wednesday, September 20, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Colonie Senior Service Centers 6 Winners Circle, Colonie, New York 12205
Estimated Amount	\$44,496.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Contractor shall provide social adult day services (SADS) to eligible older adults 60 years and older. SADS include supervision, monitoring, personal care and a nutritional meal in a protective setting for less than 24 hours.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00% Local: 0.00% Other: 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



DANIEL P. McCOY
COUNTY EXECUTIVE

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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 25, 2023
Regarding: Request for CAB Approval

Program:	Social Adult Day Services
Provider:	Colonie Senior Services Center
Contract Term:	1/1/2024 - 12/31/2024
Contract Amount:	\$44,996.00
Seniors Served:	20

This request is for approval to enter into an agreement with the said Contractor to ensure the mission of the Department for Aging “to empower Albany County older adults and their families by providing access to adult day services of the highest quality, enabling them to maintain an independent lifestyle for as long as possible.”

The Contractor shall follow the scope of services set forth in the agreement and provide social adult day care services that include structured, comprehensive programming that provides functionally – impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition provided in a protective setting during the day that is less than a 24-hour period.

- **Colonie Senior Service Centers Awarded- \$7.00/unit – 6428 units.**

The Contractor will be providing services at their site:

Bright Horizons at Beltrone
6 Winners Circle
Albany, New York 12205

Support Svcs 2023 COLONIE SENIOR SERVICE

III-B 2023

COLONIE SENIOR SERVICE CENTER									
Contract Amount: \$44,996.00									
NET	\$ 44,996.00								
Balance	\$ 18,619.00	41%							
	\$ 26,377.00	58.62%							
	Income	Day Care	Remaining Units	Gross	Net	Check No.			
Units		6,428	6,428						
January	\$ 180.00	175	6,253	\$ 1,225.00	\$ 1,045.00				
February	\$ 620.00	224	6,029	\$ 1,568.00	\$ 948.00				
March	\$ -	217	5,812	\$ 1,519.00	\$ 1,519.00				
April	\$ 240.00	441	5,371	\$ 3,087.00	\$ 2,847.00				
May	\$ 480.00	490	4,881	\$ 3,430.00	\$ 2,950.00				
June	\$ 270.00	504	4,377	\$ 3,528.00	\$ 3,258.00				
July	\$ 350.00	385	3,992	\$ 2,695.00	\$ 2,345.00				
August	\$ 360.00	581	3,411	\$ 4,067.00	\$ 3,707.00				
September	\$ -		3,411	\$ -	\$ -				
October	\$ -		3,411	\$ -	\$ -				
November	\$ -		3,411	\$ -	\$ -				
December	\$ -		3,411	\$ -	\$ -				
Total Units		3,017	3,411						
Total Paid	\$ 2,500.00	\$ 21,119.00		\$ 21,119.00	\$ 18,619.00				
Unit Balance		3,411							
Subsidy Award		\$ 44,996.00		\$ 44,996.00					
Subsidy Rate		\$ 7.00							
				\$26,377.00					

Albany County Request for Contract Approval

Contract #	2023-1308
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Wednesday, September 20, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Legal Aid Society of Northeast New York 95 Central Avenue, Albany, New York 12206
Estimated Amount	\$59,900.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Contractor shall provide legal advise, advocacy, counseling and representation to older adults 60 years and older that reside in Albany County. In addition, services include community education and outreach concerning legal issues.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00% Local: 0.00% Other: 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



DANIEL P. McCOY
COUNTY EXECUTIVE

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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 29, 2023
Regarding: Request for CAB approval

Program:	Legal
Provider:	Legal Aid Society of NENY, Inc.
Contract Term:	1/1/24 – 12/31/24
Contract Amount:	\$59,900
Seniors Served	200+

This request is for approval to enter into a contract with the said Contractor to ensure the provision of Legal services for the stated contract term. The Contractor will provide the following services to older adults 60 years and older in Albany County.

The Legal Assistance Program: provides a legal advisor to the older adult population of Albany County, particularly those in greatest economic or social need, low income, minorities and rural elders.

The Legal Aid Society shall provide advice, advocacy, counseling, and representation that ensure priorities and limited resources will provide legal assistance where most needed. Case intake is provided through a combination of monthly on site visits at seven centers throughout the County and daily telephone intake. The Contractor will service an estimated 200+ unduplicated seniors per year and will provide at least three community legal education sessions, reaching at least 75 elders.

The Program provides legal advice and representation on a variety of issues facing elders including; Landlord/Tenant, Bankruptcy/Debt Collection, Wills /Estates, Social Security, and Medicaid.

9/27/2023 10:51 AM

Albany County Request for Contract Approval

Contract #	2023-1310
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Wednesday, September 20, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Senior Hope Counseling 650 Warren Street, Albany, New York 12208
Estimated Amount	\$25,000.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Contractor shall provide services through an evidence based program grant for older adults 60 years and older. The evidence based medication assisted treatment peer recovery program will meet the growing needs of the older adults struggling with opoid and other substance misuse.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00% Local: 0.00% Other: 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 25, 2023
Re: Request for CAB approval

Program:	Evidence Based Health Promotion/Disease Prevention Program
Provider:	Senior Hope Counseling
Contract Term:	1/1/24 – 12/31/24
Contract Amount:	\$25,000.00
Older Adults Served	10-15 older adults weekly

This request is for approval to enter into a contract with the said Contractor to ensure the provision of an Evidence Based Health Promotion/ Disease Prevention Program for the stated contract term. The Contractor will provide the following service to older adult's year and older in Albany County;

Offering Peer Support Services within the Medicaid Assistant Treatment Peer Recovery Program. This will include both onsite and offsite services designed to address the heroin epidemic among the unique vulnerable population. It will also expand its Medication Assisted Treatment for alcohol misuse and address the needs of additional older addicted adults with evidence based prevention oriented addiction programs.

2023 III-D

SENIOR HOPE	01/01/23-12/31/23								
Contract Amount:	\$ 25,000.00								
NET	\$ 7,470.00	29.88%							
Balance of Contract	\$ 17,530.00	70.12%							
Service Description	Income	Individual Counseling	Workshops	Total Units	Gross	Net	Check No.		
Units		600	56	0					
Jan	\$ -	42	6	48	\$ 2,010.00	\$ 2,010.00			
Feb	\$ -	32.0	4	36	\$ 1,460.00	\$ 1,460.00			
March	\$ -	26.0	4	30	\$ 1,280.00	\$ 1,280.00			
April	\$ 35.00	18.0		18	\$ 540.00	\$ 505.00			
May	\$ -	28.0	4	32	\$ 1,340.00	\$ 1,340.00			
June	\$ 35.00	22.0	2	24	\$ 910.00	\$ 875.00			
July	\$ -			0	\$ -	\$ -			
August	\$ -			0	\$ -	\$ -			
Sept	\$ -			0	\$ -	\$ -			
Oct	\$ -			0	\$ -	\$ -			
Nov	\$ -			0	\$ -	\$ -			
Dec	\$ -			0	\$ -	\$ -			
Total Units		168.0	20	188					
Total Paid	\$ 70.00	\$ 5,040.00	\$ 2,500.00		\$ 7,540.00	\$ 7,470.00			
Unit Balance		\$ 432.00	36	-188					
Subsidy Award		\$ 18,000.00	\$ 7,000.00	\$ 25,000.00					
Subsidy Rate		\$ 30.00	\$ 125.00		\$ 7,540.00				
					\$ 17,460.00				
					30.16%				

Albany County Request for Contract Approval

Contract #	2023-1313
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Wednesday, September 20, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Senior Citizens of Green Island 5 George Street, Green Island, New York 12183
Estimated Amount	\$56,529.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	Green Island Senior Citizens shall provide Congregate Meal Services to older adults and serve 4950 meals at their one (1) congregate site.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00% Local: 0.00% Other: 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

COUNTY OF ALBANY
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DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: September 25, 2023

Regarding: Request for CAB Approval

Contractor – Green Island Senior Citizens
Contract Amount – \$ 56,529.00
Contract Term – 1/1/2024 – 12/31/2024
Funding Source – 90% - Federal, 10% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Green Island Senior Citizens, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Green Island Senior Citizens shall provide Congregate Meal Services to older adults and serve 4950 meals at their one (1) congregate site.

A Request for Proposal No. 2023-085 issued on June 29, 2023 requesting providers submit a proposal regarding Congregate Meals. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current

Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$27,000.00
2. Colonie Senior Service Centers; Awarded - \$330,000.00
3. Green Island Senior Citizens; Awarded - \$56,539.00
4. Life Path (Senior Services of Albany); Awarded - \$379,800.00
5. Senior Projects of Ravena; Awarded - \$423,000.00

Total Awarded to Providers - \$1,216,329.00

Green Island Senior Citizens shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Green Island Senior Citizens shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Congregate Meal Program

RFP 2023-085

AJCC

ALLIE

CSSC

Primary Criteria	Weight	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4
Full demonstrated comprehension of the Scope of Services; including but not limited to: Knowledge of foodsafety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards	40%	1.60	1.20	1.60	0.80	1.20	1.20	0.80	1.20	0.80
Prior experience and/or the equivalent training with quantity food production and service projects	20%	0.60	1.00	1.00	0.40	0.60	0.60	1.00	0.60	0.40
Professional qualifications, staffing, equipment and demonstrated capabilities	20%	0.60	0.80	0.80	0.40	0.60	0.60	0.80	1.00	0.40
Total Proposed Cost	20%	0.40	0.20	0.80	0.20	1.00	0.60	0.80	1.00	0.20
Total		3.20	3.20	4.20	1.80	3.40	3.00	3.40	3.80	2.20

Proposer

Ravena - 4.12

Green Island - 4.04

CSSC - 4.00

Life Path - 3.76

AJCC - 3.16

Allie B's - 3.12

RAV

LIFE

GI

Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5
2.00	2.00	1.60	1.20	1.60	1.20	2.00	2.00	1.60	0.80	2.00	2.00	1.60	2.00	1.60	1.60
1.00	1.00	1.00	0.80	0.80	0.80	1.00	1.00	1.00	0.60	1.00	1.00	1.00	1.00	0.80	0.80
1.00	0.80	0.80	0.60	0.80	0.80	0.60	0.80	1.00	0.60	0.80	0.80	0.80	1.00	1.00	0.60
0.40	0.80	1.00	0.80	1.00	0.80	0.60	0.40	0.80	0.20	0.60	0.80	0.60	0.80	0.40	0.40
4.40	4.60	4.40	3.40	4.20	3.60	4.00	3.80	4.40	2.20	4.40	4.60	4.00	4.80	3.80	3.40

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT “B”, page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT “B”).
 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer’s Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT “C”).

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating “Staff and Volunteer Training” (EXHIBIT “F”)
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (EXHIBIT “G”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT “H”).

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.

- d) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT “M”).
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the “Suggested Meal Contribution”. Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have

SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which

shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

- 4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

Albany County Request for Contract Approval

Contract #	2023-1314
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Wednesday, September 20, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Albany Jewish Community Center 340 Whitehall Road, Albany, New York 12208
Estimated Amount	\$35,392.50
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	Albany Jewish Community Center shall provide Congregate Meal Services to older adults and serve 2250 meals at their one (1) congregate site.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00% Local: 0.00% Other: 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

COUNTY OF ALBANY
DEPARTMENT FOR AGING
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: September 25, 2023

Regarding: Request for CAB Approval

Contractor – Albany Jewish Community Center
Contract Amount – \$ 27,000.00
Contract Term – 1/1/2024 – 12/31/2024
Funding Source – 90% - Federal, 10% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Albany Jewish Community Center, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Albany Jewish Community Center shall provide Congregate Meal Services to older adults and serve 2250 meals at their one (1) congregate site.

A Request for Proposal No. 2023-085 issued on June 29, 2023 requesting providers submit a proposal regarding Congregate Meals. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current

Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$27,000.00
2. Colonie Senior Service Centers; Awarded - \$330,000.00
3. Green Island Senior Citizens; Awarded - \$56,539.00
4. Life Path (Senior Services of Albany); Awarded - \$379,800.00
5. Senior Projects of Ravena; Awarded - \$423,000.00

Total Awarded to Providers - \$1,216,329.00

Green Island Senior Citizens shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Green Island Senior Citizens shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Congregate Meal Program

AJCC

ALLIE

CSSC

RFP 2023-085

Primary Criteria	Weight	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4
Full demonstrated comprehension of the Scope of Services; including but not limited to: Knowledge of foodsafety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards	40%	1.60	1.20	1.60	0.80	1.20	1.20	0.80	1.20	0.80	0.80	2.00	1.60	2.00	0.80
Prior experience and/or the equivalent training with quantity food production and service projects	20%	0.60	1.00	1.00	0.40	0.60	0.60	1.00	0.60	0.60	0.80	1.00	1.00	0.40	0.40
Professional qualifications, staffing, equipment and demonstrated capabilities	20%	0.60	0.80	0.80	0.40	0.60	0.60	0.80	1.00	0.40	0.60	0.80	0.80	1.00	0.40
Total Proposed Cost	20%	0.40	0.20	0.80	0.20	1.00	0.60	0.80	1.00	0.40	1.00	0.80	1.00	1.00	0.20
Total		3.20	3.20	4.20	1.80	3.40	3.00	3.40	3.80	2.20	3.20	4.40	4.40	5.00	1.80

Proposer

Ravena - 4.12

Green Island - 4.04

CSSC - 4.00

Life Path - 3.76

AJCC - 3.16

Allie B's - 3.12

GI

LIFE

RAV

Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5
2.00	2.00	1.60	1.20	1.60	1.20	2.00	2.00	1.60	0.80	2.00	2.00	1.60	2.00	1.60	1.60
1.00	1.00	1.00	0.80	0.80	0.80	0.80	0.80	1.00	0.60	1.00	1.00	1.00	1.00	0.80	0.80
1.00	0.80	0.80	0.60	0.80	0.80	0.60	0.60	1.00	0.60	0.80	0.80	0.80	1.00	1.00	0.60
0.40	0.80	1.00	0.80	1.00	0.80	0.60	0.40	0.80	0.20	0.60	0.80	0.60	0.80	0.40	0.40
4.40	4.60	4.40	3.40	4.20	3.60	4.00	3.80	4.40	2.20	4.40	4.60	4.00	4.80	3.80	3.40

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT “B”, page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT “B”).
 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer’s Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT “C”).

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating “Staff and Volunteer Training” (EXHIBIT “F”)
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (EXHIBIT “G”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT “H”).

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "T").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "T").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.

- d) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "M").
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have

SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which

shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

- 4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

Albany County Request for Contract Approval

Contract #	2023-1319
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A6010 - Social Services
Date Submitted	Thursday, September 21, 2023
Contact Person	DeAngelis, Joe
Contact Phone	() -518
Vendor Info	Multiple see attachment Multiple - See attached, Multiple - See attached, multiple - see attached Multiple - See attached
Estimated Amount	\$75,000.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The providers will install and maintain electronic communication equipment in the home of frail, elderly or disabled DSS clients. The equipment is designed to signal a monitoring agency for help when activated by the individual.
Budget Line Item	AA6070 - 44425 - - -
Fiscal Impact	County: 40.00% State: 60.00% Federal: 0.00% Local: 0.00% Other: 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

October 9, 2023

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chair of the Legislature
Hon. Bruce A. Hidley, County Clerk
112 State St.
Albany, NY 12207

Dear Sirs,

Authorization is requested to contract with Lifefone and Trinity Health for Personal Emergency Response System (PERS) materials and services. The provider will deliver electronic communication equipment to the homes of frail, elderly or disabled persons, install it and maintain it. The equipment is designed to provide a signal to the monitoring agency for help when activated by the individual.

Having access to this service allows the participant to be maintained in their own home more safely, thus reducing the immediate need of the potential placement in a facility. The safety and well being of the frail elderly and handicapped adults participating in this program is better assured even though they may be geographically or physically isolated.

Authorization is requested to contract with Trinity Health Alert and Lifefone for “Personal Emergency Response System” (PERS) materials and services, which are mandated pursuant to SSL Section 505.33 of Title 18. The provider will deliver electronic communication equipment to the home of each frail, elderly or disabled person, install it and maintain it. The equipment is designed to provide a signal to the monitoring agency for help when activated by the individual or after a period of time if a mechanism has not been reset to alert the contractor when an emergency situation requires attention.

In order to be eligible for PERS services, clients must be assessed by an Albany County Department of Social Service (DSS) Adult Services caseworker who will determine if the use of the PERS services would enhance the plan of care; the client can then choose a provider from the agencies that have a contract with the County. The caseworker contacts the provider of client choice and makes a referral for the installation of the PERS equipment and subsequently an appointment is made with the client for the installation process through the Provider.

Having access to these services allows the participant to be maintained in their own home more safely, thus reducing the immediate need of the potential placement in a nursing facility. The safety and wellbeing of the frail elderly and handicapped adults participating in this program is better assured even though they may be geographically or physically isolated. Contracts are awarded absent an RFP as the department maintains contracts with all willing and qualified providers seeking to offer these services to our clients.

DSS currently contracts with two providers of PERS services.

Provider	EISEP Clients
<u>Trinity Health Alert</u>	<u>189</u>
Lifefone	0

PERS RATES

AGENCY	Installation	Monthly fee	GPS
Trinity Health Alert 433 River St., Suite 3000 Troy, NY 12180	\$50	\$31	\$38
LifeFone, 16 Yellowstone Avenue White Plains, NY 10607	\$40	\$24	\$37

Albany County Request for Contract Approval

Contract #	2023-1336
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A6071 - Preventative Assistance Program (Title XX)
Date Submitted	Thursday, September 28, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$61,451.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	Agreement with St. Anne Institute--Clinical Sexual Abuse Fee for Service for the provision of Specialty Prevention Services
Budget Line Item	AA6071 - 44046 - - -
Fiscal Impact	County: 33.50% State: 42.10% Federal: 24.40% Local: 0.00% Other: 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3RD FLOOR
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for St. Anne Institute – Prevention Services

DATE: October 8, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute to provide Clinical Sexual Abuse Specialty Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024, for the amount not to exceed \$61,451.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with St. Anne Institute
for the Provision of Specialty Prevention Services.**

The Department for Children, Youth and Families respectfully requests Contract Administration Board authorization to enter into a contractual agreement with St. Anne Institute--Clinical Sexual Abuse Fee for Service for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 in the amount of \$61,451. This is the second and final renewal option for this contract.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute (SAI) proposes to provide assessment and clinical services, on a fee-for-service basis, to children, individuals, and families who are dealing with issues related to sexual victimization and/or sexual offending. The specific services include specialized clinical consultation and specialized evaluations, including trauma assessment, sex offender risk assessment, and validation (credibility) assessments. SAI will also provide specialized sexual abuse treatment services (individual, group and family therapy) to children, parents/caregivers, and families. The overarching goal for this program is the resolution of concerns related to the sexual victimization/offending behavior so that there is a reduced risk of foster care placement and/or a reduction in length of foster care placement.

Albany County Request for Contract Approval

Contract #	2023-1349
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A6071 - Preventative Assistance Program (Title XX)
Date Submitted	Thursday, October 05, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$50,000.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	Provision of Pre-Dispositional Placement Services for PINS youth for a daily per diem rate of \$477.00, not to exceed \$50,000.
Budget Line Item	AA6071 - 44046 - - -
Fiscal Impact	County: 23.00% State: 37.00% Federal: 40.00% Local: 0.00% Other: 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for St. Anne Institute

DATE: October 8, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute for the provision of Pre-Dispositional Placement Services. The requested contract term is for January 1, 2023 – December 31, 2023, for the amount not to exceed \$50,000.

Please call me at 447-7306 if you have any questions.

Enclosure

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Renewal Agreement with St. Anne Institute for the Provision of Pre-Dispositional Placement

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with St. Anne Institute for the provision of Pre-Dispositional Placement.

The contractual agreement is for a daily per diem rate of \$477.00, not to exceed \$50,000. for the period of January 1, 2023 – December 31, 2023.

The Department is requesting Pre-Dispositional Placement Services for PINS youth. A pre-dispositional placement may occur when a Persons in Need of supervision (PINS) petition has been filed against a youth, but prior to a dispositional hearing in Family Court. Pre-dispositional placements are time-limited. These out of home placements shall only be utilized if Family Court finds there is a substantial likelihood that a youth will not return to their court appearance and that all other alternatives, such as the utilization of respite, have been exhausted.

Pre-dispositional placements can only occur in the following least restrictive settings. Foster care programs certified or licensed by the New York State Office of Children and Family Services such as Foster boarding homes, Group homes or Residential Treatment Centers. Pre-dispositional placements will align with the PINS legislation of a maximum of three days, with the potential for an additional three days, if the circumstances warrant such.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Children, Youth and Families Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 04, 2023

RE: RFP 2023-086 Pre-Dispositional Services

I am in receipt of your recommendation to award the aforementioned to St Anne Institute at the per diem rate of \$447.00 daily rate with the not to exceed \$50,000 annually

I have no objection to the selection of St Anne Institute.

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

Albany County Request for Contract Approval

Contract #	2023-1297
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Thursday, September 14, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Grassland Equipment and Irrigation Corp. 892-898 Troy Schenectady Rd., Latham, NY 12110
Estimated Amount	\$34,090.99
Estimated Term	10/15/2023 to 10/14/2024
Scope of Services	Equipment purchase authorization, Sidewalk Snow Machine with attachments.
Budget Line Item	AA1620 - 2200 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

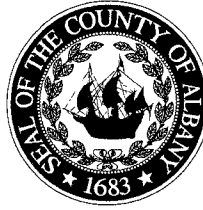
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



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

September 14, 2023, 2023

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 authorization to purchase a Sidewalk Snow Machine with attachments for \$34,090.99. Purchase from Grassland Equipment pursuant to NYS Contract: PC69682 Group 40625 Heavy Equipment, AwardPGB-22792.

Machine will be operated and maintained by DGS Maintenance and used for snow removal of sidewalks and Spruce Street garage.

The cost will be covered under bond numbers HH08 & HHYZ.

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

Sincerely,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

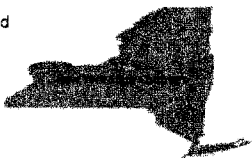


Count on it.



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	
Date:	13-Jul-23
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: Albany County DGS

Address:

City State Zip Albany, NY

Attn: David Quinn

Phone:

Email Contact: david.quinn@albanycountyny.gov

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Brett Belden
Cell Phone	518-857-9870
Email	bbelden@grasslandcorp.com

Group 40625 Heavy Equipment. Award PGB-22792,
NYS Contract: PC69682 Now to April 30, 2025

Qty	Model Number	Description	2023 Sugg. Retail Price	Contract Price	Extension
1	39.61102	NT, 2120M SSV 23HP	\$15,420.00	\$14,649.00	\$14,649.00
1	70.6020-99	Kit, Accessory Opt. 2120M Factory	\$1,630.00	\$1,548.50	\$1,548.50
1	70.6006	Kit, 12V Front NT	\$310.00	\$294.50	\$294.50
1	39.65110	ND, ND420 42" Snow Plow	\$1,740.00	\$1,653.00	\$1,653.00
1	39.65115	NX, NX340 Snowblower	\$5,320.00	\$5,054.00	\$5,054.00
1	70.8211	Kit, 12V Actuator KJ	\$410.00	\$389.50	\$389.50
1	39.65100	NJ, NJ380 Broom	\$4,775.00	\$4,536.25	\$4,536.25
1	70.8211	Kit, 12V Actuator KJ	\$410.00	\$389.50	\$389.50
1	70.6018	NA132 Drop Spreader	\$4,995.00	\$4,745.25	\$4,745.25
1	105-SD	Commercial Set Up and Delivery	\$ 831.49	\$ 831.49	\$831.49

NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$35,010.00
Delivery Contact Phone Number		Discount	(\$1,750.50)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that		Total Equipment	\$33,259.50
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up & Delivery	\$ 831.49
		Wintercab Set Up	
Total			\$34,090.99
Customer Acceptance		Date:	
		\$34,090.99	

Capital Requisition

Grassland Equipment vendor # 1397

Total Price: \$ 34,090.99

HHO8 1620 / 22000 E	\$ 22,475.05
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HHYZ 1620 / 22000 E	\$ 11,615.94
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Purchase of snow removal equipment

Mahon, Joseph

From: Allardice, Scott
Sent: September 12, 2023 11:30 AM
To: Mahon, Joseph
Subject: FW: Ventrac SSV
Attachments: Albany County DGS SSV 7-13-23.pdf

Scott D. Allardice
Deputy Commissioner
Department of General Services
112 State Street, Room 1300
Albany, New York 12207
(518) 447-7215
FAX (518) 447-7747

From: Quinn, David <David.Quinn@albanycountyny.gov>
Sent: Thursday, July 13, 2023 4:40 PM
To: Allardice, Scott <Scott.Allardice@albanycountyny.gov>
Subject: Fwd: Ventrac SSV

We could price something else if this is to much, can also shave off \$4750 for the drop spreader attachment. Let me know.

https://www.ventrac.com/search?q=Ssv& gl=1*1tvj6gh* up*MQ..&gclid=CjwKCAjwwb6lBhBJEiwAbuVUSjIli8Fdu2Pl_vA0I4x_G5uny8c35TGVUNYbJdNkxZMpWiN7HNB2bRoCG1IQA vD_BwE

Dave

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Belden, Brett <bbelden@grasslandcorp.com>
Sent: Thursday, July 13, 2023 4:14:06 PM
To: Quinn, David <David.Quinn@albanycountyny.gov>
Subject: Ventrac SSV

David- Thanks for reaching out about an SSV! Here is a quote for the machine we chatted about. Let me know if you want to see any changed.

Have a nice evening,

Brett Belden, SCPS

Commercial Sales
Grassland Equipment and Irrigation
Greater Albany Area and North
Cell: 518-857-9870 (Yes to texting!)

Vender 1397

Office: 518-785-5740
Fax: 518-785-5841

www.grasslandcorp.com



Count on it.

Bill To

Requisition 00000586-00 FY 2023

Acct No:
HH08-00-HH-1620-VCF-22000E-
Review:
Buyer:
Status: Released

Page 1

Vendor 14-1460098
GRASSLAND EQUIPMENT
892-898 TROY SCHENECTADY RD

LATHAM, NY 12110

Tel#518-785-5841 ex 5191
Fax 518-785-5740

Ship To
ALBANY COUNTY GENERAL SERVICES
DAVID LATINA, COMMISSIONER
112 STATE ST RM 1300
ALBANY, NY 12207

NYS Contract

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/12/23	001397				CAPIT
LN	Description / Account	Qty	Unit Price	Net Price	
001	PURCHASE OF SNOW REMAOVAL EQUIPMENT	1.00 EACH	22475.05000	22475.05	
1	HH08-00-HH-1620-VCF-22000E-			22475.05	
002	PURCHASE OF SNOW REMOVAL EQUIPMENT	1.00 EACH	11615.94000	11615.94	
1	HHYZ-99-HH-1610-000-22000E-			11615.94	
Requisition Link				Requisition Total	
				34090.99	
***** General Ledger Summary Section *****					
Account			Amount	Remaining Budget	
HH08-00-HH-1620-VCF-22000E-			22475.05	.00	
DPW/OGS Various Cap. Improvmnts Equipment					
HHYZ-99-HH-1610-000-22000E-			11615.94	1544110.64	
GENERAL SERVICES VARIOUS CAPIT Equipment					
***** Approval/Conversion Info *****					
Activity	Date	Clerk	Comment		
Queued	09/12/23	Herbert, Christopher			
Queued	09/12/23	Alderson, Patrick			
Queued	09/12/23	Cantwell, Sarah			
Queued	09/12/23	Modasra, Sameer			
Queued	09/12/23	Smetana, Zachary			

Bill To

Requisition 00000586-00 FY 2023

 Acct No:
 HH08-00-HH-1620-VCF-22000E-
 Review:
 Buyer:
 Status: Released

Page 2

 Vendor 14-1460098
 GRASSLAND EQUIPMENT
 892-898 TROY SCHENECTADY RD

LATHAM, NY 12110

 Tel#518-785-5841 ex 5191
 Fax 518-785-5740

 Ship To
 ALBANY COUNTY GENERAL SERVICES
 DAVID LATINA, COMMISSIONER
 112 STATE ST RM 1300
 ALBANY, NY 12207

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/12/23	001397				CAPIT
LN Description / Account			Qty	Unit Price	Net Price
Pending	Alderson, Patrick				
Pending	Reilly, Michael D.				
Pending	Richard Oakley				
Pending	Whineglass, Sapphire				
Pending	Shea, Maureen				