

Albany County Request for Contract Approval

Contract #	2023-1530
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3150 - Correctional Facility
Date Submitted	Friday, December 8, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Troy Boiler Works 2800 7th Avenue, Troy, NY 12180
Estimated Amount	\$56,422.00
Estimated Term	12/20/2023 to 12/19/2024 (Approximately 11 months)
Scope of Services	Replace Steam Condensate Return Tank at the Albany County Correctional Facility
Budget Line Item	AA3150 - 2 - 44070
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: December 8, 2023

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Contract Request #2023-1530
RFB 2023-0142

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and Troy Boiler Works to replace a steam condensate return tank located in the sub-basement. This is necessary as it ties into the facilities steam system. Facility staff reviewed the bid tabulation and Troy Boiler Works was the lowest vendor to submit a bid.



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: Michael J. Lyons
Superintendent

FROM: Pamela O Neill
Purchasing Agent

DATE: December 8, 2023

RE: RFB-2023-142

I am in receipt of your recommendation to award the aforementioned to Troy Boiler Works in the amount of \$56,422.00.

As Troy Boiler Works 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.

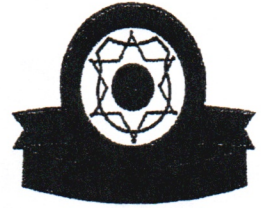


MICHAEL S. MONTELEONE
UNDERSHERIFF

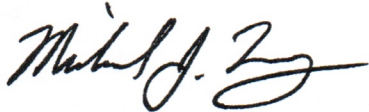
ALBANY COUNTY SHERIFF'S OFFICE

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840 Albany Shaker Road, Albany, New York 12211
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CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: December 7, 2023
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent 
Subject: RFB 2023-142 Replacement of Condensate Tank

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Troy Boiler, the lowest vendor to submit a bid.



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: Michael J. Lyons
Superintendent

FROM: Maureen Shea
Purchasing Division

DATE: December 7, 2023

RE: Request for Bids #2023-142
Replacement of Steam Condensate Return Tank

Enclosed please find the tabulation of bids received for your RFB #2023-142, Replacement of Steam Condensate Return Tank. Three (3) bids were received. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

RFB-2023-142 Bid Tabulation
Replacement of Condensate Tank

Bidder	Eckert Mechanical	Troy Boiler	Collett	BPI Mechanical
Total Bid Amount	\$ 98,260.00	\$ 56,422.00	\$ 75,000.00	\$ 91,170.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Replacement of Steam Condensate Return Tank
Bid Number: 2023-142

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

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

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

Date 11/27/2023

Number Addendum #1

Troy Boiler Works, Inc.

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

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

BF1

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

Jesse Davidson

Phone: 518-538-3598

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Replacement of Steam Condensate Return Tank
Bid Number: 2023-142

Total Bid Amount for Parts and Labor \$ 56,422

COMPANY: Troy Boiler Works

ADDRESS: 2800 7th Ave

CITY, STATE, ZIP: Troy, NY 12180

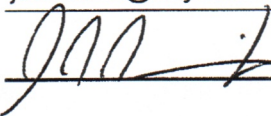
TEL. NO.: 518-274-2650

FAX NO.: 518-274-5454

FEDERAL TAX ID NO.: 14-1494252

REPRESENTATIVE: Jesse Davidson

E-MAIL: jdavidson@troyboilerworks.com

SIGNATURE AND TITLE  Project Manager

DATE 12/1/23

BF3

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 61 years

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

1. Fabricate condensate tank for Curia

Nate Alessandro, 33 Riverside Ave, Rensselaer, NY 12144

Completed July 2023, bid price \$6,875, completed cost \$6,875

2. Replace HX tube bundles for Fitch Paper

John Dohring, 1 Glen St., Glens Falls, NY 12801

Completed Oct 2023, bid price \$33,652, completed cost \$33,652

3. Replace Oil cooler piping Keymark

Stirling Gartung, 1188 Cayadutta St, Fonda, NY 12068 Phone 518-848-7842

Completed Nov 2023, Bid price \$24,700, completed cost \$24,700

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Retube boiler City of Pittsfield, MA. \$29,968. 50% complete

Emergent work for Hudson Correction Facility, \$200,000. 35% complete

Retube boiler for IMB Yorktown, \$750,000. 95% complete

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

No

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

No.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

Mohawk Insurance - Cheryl Marinucci, 4 Tower Place suite 202, Albany NY 12203 P 518-360-0030

Citizens Bank - Myrna Goldstein, 20 Cabot Rd, Medford MA 02155, P 617-304-3367

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Additional documents will be provide in the bid package

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

Troy Boiler Works, Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 2800 7th Ave. Troy, NY 12180

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

Louis Okonski, President

Richard Okonski, Vice President

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

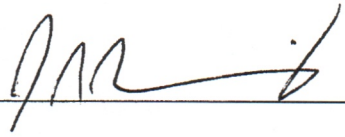
11. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Troy Boiler Works, Inc.

Firm

Dated: 12/1/23

By 

Jesse Davidson

Type text here (Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Troy Boiler Works, Inc.

By: _____

(Signature)

Jesse Davidson

(Typed)

Title: Project Manager

Date: _____

12/1/23



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div
Maureen Shea, Deputy Purchasing Agent
112 State Street
Room 1000
Albany NY 12207

Schedule Year 2023 through 2024
Date Requested 11/01/2023
PRC# 2023013028

Location County Correctional Facility
Project ID# RFB-2023-142
Project Type The contractor will remove, install and program all necessary components to successfully replace steam condensate return tank and pumps in sub-basement.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

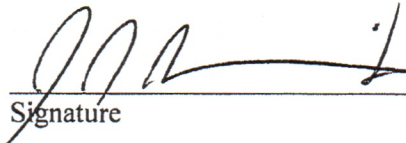
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Jesse Davidson, Project Manager

Title

Troy Boiler Works, Inc.

Company Name

12/1/23

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

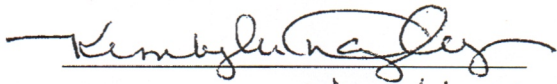
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 1st day of December, 20023, before me personally appeared Jesse Davidson to me known, who, being by me sworn, did say that he resides at (give address) 73 OLD GICK Rd, Saratoga NY 12866; that he is the (give title) Project Manager of the (name of corporation) TROY BOILER WORKS INC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.


Notary Public, State of New York

Qualified in Albany County

Commission Expires 04/19/2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Troy Boiler Works, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1494252 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Rensselaer		5. WEBSITE ADDRESS (if applicable) www.troyboilerworks.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2800 7th Ave. Troy, NY 12180		7. TELEPHONE NUMBER 518-274-2650	8. FAX NUMBER 518-274-5454
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Jesse Davidson Title Project Manager Telephone Number 518-538-3598 Fax Number 518-274-5454 e-mail jdavidson@troyboilerworks.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	Louis Okonski	TITLE	President
b) NAME		TITLE	
c) NAME	Richard Okonski	TITLE	Voce President
d) NAME		TITLE	
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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

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

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 14-1494252

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Troy Boiler Works, Inc

Address 2800 7th Ave

City, State, Zip Troy, NY 12180

Signature of Owner

Printed Name of Signatory

Title

Louis E. Okonski

Louis E. Okonski

President

Sworn before me this

1st day of December, 2023

Notary Public

KIMBERLY M. DINGLEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DI6220561
Qualified in Albany County
Commission Expires April 19, 2026

Printed Name

Signature

Date

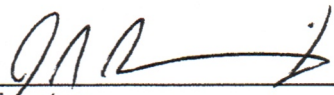
Kimberly M. Dingley

Kimberly M. Dingley

December 1, 2023

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

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



Signature

Jesse Davidson, Project Manager

Title

Troy Boiler Works, Inc.

Company Name

12/1/23

Date

ATTACHMENT "E"

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

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

Name of Third Party Entity: Troy Boiler Works, Inc

Address: 2800 7th Ave. Troy, NY 12180

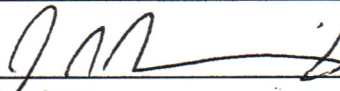
Phone Number(s): 518-274-2650

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

Remove and install new steam condensate tank and pumps

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

Albany County Correctional Facility basement



Signature

Jesse Davidson

Printed Name

Project Manager

Title

12/1/23

Date

ALBANY COUNTY CORRECTIONAL FACILITY SECURITY REQUIREMENTS

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

KEY REQUIREMENTS AND RESTRICTIONS:

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

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

15. All personnel shall avoid any physical contact, proximity, and conversation with inmates or any other unidentified no-uniformed persons anywhere in the Correctional Facility or on Correctional Facility grounds. Unauthorized willful interactions or exchanges of any articles, money, or information with inmates may result in expulsion or arrest of the person involved and cancellation of the contract. The Contractor shall immediately report to the Correctional Facility any attempt by any inmate, visitor, or unidentified person to initiate or conduct such interactions or exchanges.

**REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY
REPLACEMENT OF STEAM CONDENSATE RETURN TANK
SCOPE OF SERVICES**

1. The contractor will remove, install and program all necessary components to successfully replace steam condensate return tank and pumps in sub-basement. All work shall be performed in accordance with all applicable building codes, standards and materials specifications including all electrical, plumbing and venting.
2.
 - a. Contractor must provide new duplex pressure powered pump skid.
 - b. Shut down steam system and drain all condensate return lines.
 - c. . Disconnect all necessary electrical to existing tank.
 - d. Disconnect all existing condensate return lines from the tank as well as vent lines.
 - e. Remove existing tank from current platform, install new tank/pumps in its location.
 - f. Install new condensate return lines to new pressure powered tank as needed.
 - g. Reconnect vent line from tank to existing vent line per building code.
 - h. Pressurize system to ensure all components of new tank are operating properly.
3. The contractor shall coordinate access to job site and all work activities with the Superintendent /designee. All work shall be performed during the hours of 7AM – 3 PM, unless otherwise agreed upon by the Superintendent/designee. Time schedule for removal and installation of new equipment must ensure uninterrupted operation of the maintenance department.
4. The successful contractor shall field verify all dimensions PRIOR to commencing work.
5. Contractor shall comply with all necessary OSHA regulations and standards.
6. Contractor shall clean all work areas each day to the satisfaction of the Superintendent/designee. Contractor shall remove and legally dispose of all construction debris. Contractor shall keep all areas of the work site free from rubbish and accumulation of waste materials
7. Contractor shall protect existing systems and surfaces to remain, all damage resulting from contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.

8. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and reserve utilities.
9. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas of the sub-basement to the satisfaction of the Superintendent/ designee.
10. Incorrectly fabricated, damaged or otherwise miss fitting or non-conforming material or conditions shall be reported to the Superintendent/designee prior to remedial or corrective action. Any such action shall require approval.
11. Contractor shall provide warranty to cover contractor workmanship for a minimum of 120 days from date of final completion of work.
12. Contractor shall provide manufacturer's standard warranty for materials. Warranty shall take effect upon final approval of work by Albany County.
13. Contractor shall physically inspect and evaluate installation of all equipment installed. Upon review of inspection, any recommendations outside this scope of services shall be submitted in writing to the County for review and approval prior to commencing work.
14. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

Albany County Request for Contract Approval

Contract #	2023-1565
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A3150 - Correctional Facility
Date Submitted	Wednesday, December 20, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Performance Industrial 51 Harrison Avenue, S Glens Falls, NY 12803
Estimated Amount	\$56,000.00
Estimated Term	12/20/2023 to 12/19/2024 (Approximately 11 months)
Scope of Services	Replace Flooring for Sheriff's Homeless Improvement Program
Budget Line Item	AA3150 - 2 - 44070
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

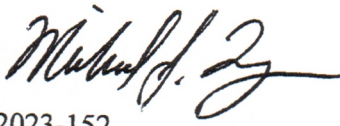
ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: December 20, 2023
To: Pamela O'Neil, Purchasing Agent
From: Michael J. Lyons, Superintendent 
Subject: Ship Floor Replacement – RFB #2023-152

Facility staff has solicited and reviewed the bid tabulation for the above referenced project and have no objection with the selection of performance Industrial, the lowest vendor to submit a bid.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1208
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: Michael J. Lyons, Superintendent
Correctional Facility

FROM: Maureen Shea
Purchasing Division

DATE: December 14, 2023

RE: Request for Bids #2023-152
Replacement of Flooring

Enclosed please find the tabulation of bids received for your RFB #2023-152, Replacement of Flooring. Three (3) bids were received. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

RFB-2023-150 Tabulation
Replacement of Flooring

Bidder	Davco Masonry	Performance Industrial	Onrho Home Improvement
Total Bid Amount	\$180,081.00	\$56,000.00	\$71,975.25



DIRTY. DIFFICULT. DONE.

51 Harrison Ave
South Glens Falls, NY 12803

25 Walker Way
Albany, NY 12205

**Albany County
Dept. of General Services
Pamela O'Neill**

**Wednesday, December 13, 2023
Submitted by: Jesse Warren**

PROPOSAL

THE PROJECT:

Albany County Correction Facility Replacement of SHIP Flooring (RFB-2023-152)

THE PURPOSE:

Performance Industrial provides resinous flooring solutions recommended for industrial floors exposed to heavy foot and rubber wheeled traffic and constant cleaning. These flooring systems provide additional benefits such as gloss retention, ease of cleaning, abrasion, chemical and stain resistance.

WHY PERFORMANCE INDUSTRIAL:

PERFORMANCE INDUSTRIAL has been a provider of specialty cleaning, painting and epoxy flooring services to the restaurant, hotel and educational communities for over thirty years. Confined Space Rescue, NADCA, IKECA, 40-hour HAZWOPER, OSHA 10 and MSHA 24 are just a few of the rigorous training guidelines our employees are held accountable to. Our reputation has been made not only by our abilities and experience but also by the long list of satisfied customers who call on us time and time again.

SCOPE OF WORK:

- **Preparation:** Mechanically shotblast and/or diamond grind surfaces to clean and profile concrete surfaces to CSP2-3. Edges and areas inaccessible to larger equipment will be hand ground. Surfaces will be vacuumed free of dirt, debris, and dust.
- **Repairs:** Any minor surface deviations (cracks, joints, divots, spalls, etc.) will be cleaned and filled with an appropriate epoxy filler. Once patches and fills are dry, they will be ground smooth to not telegraph through the epoxy flooring system.
- **System:** Install Key Resin's Thin-Film Coating System, consisting of an epoxy primer, epoxy basecoat and urethane topcoat. Color: Key Resin's Light Gray.
- Areas will be cleaned on a daily/nightly basis.
- **Time Frame:** Estimated 2 week. (8 working days to complete preparation and installation / 2 days to fully cure)

EXCLUSIONS:

Any failure due to vapor transmission, hydrostatic pressure, moisture in the slab or any chemical imbalances in the concrete and completion of additional or different work from that mentioned above caused by unforeseen conditions; repair or replacement of concrete, metal, cove base, masonry units, floor drains, any necessary painting; working with asbestos or lead; or work desired to be added/changed by can be completed on a time and material basis, if necessary, utilizing the change order process.



DIRTY. DIFFICULT. DONE.

51 Harrison Ave | 25 Walker Way
South Glens Falls, NY 12803 | Albany, NY 12205

RESPONSIBILITIES:

- Albany County Correctional Facility to remove and replace all moveable articles; supply safe, full, uninterrupted access to the entire area to be coated for the duration of work; maintain a minimum floor temperature of 60-degrees and provide 110-volt power with a 30-amp breaker and 208-three-phase power with a 60-amp breaker.
- Albany County Dept. of General Services will ensure the availability of heat, lighting, ventilation, dumpster, storage area and an adequate water source.
- PERFORMANCE INDUSTRIAL will provide all supervision, personnel, supplies, safety gear, transportation, and equipment necessary for the safe and complete performance of the contracted work.

SPECIFIC HAZARD ANALYSIS & SAFE WORK REQUIREMENTS:

A detailed discussion of the unique hazards specific to the work activity/location should be included under the "safe work controls" column of this job safety analysis. This discussion must include identification of the work activity, the specific hazards present, and the safe work requirements/controls (including PPE) to be used to alleviate/control the hazards.

KNOWN OR POTENTIAL HAZARDS	EXAMPLES	YES	NO	SAFE WORK CONTROLS
1. Dust	Nuisance, hazardous, combustible	✓		Proper PPE, HEPA filters, & vacuum systems to be used.
2. Confined Space/Air Monitor	Permit required? Egress, air quality, explosion hazards		✓	If yes, Performance Industrial's Confined Space Permit must be completed.
3. Lock and Tag	Individual, group, customer		✓	Lock and tag out fans, de-energize equipment and complete Performance Industrial's Energy Control Log.
4. Site/Vehicle Traffic	Signage, barricades, communication	✓		
5. Electrical Hazards	De-energized or live?		✓	
6. Asbestos Hazards	Suspected, Confirmed		✓	Does not apply – see exclusions above.
7. Lead Hazards	Suspected, Confirmed		✓	Does not apply – see exclusions above.
8. Hazardous Materials	SDS, PPE, disposal	✓		Product Information will be provided.
9. Other Contractors Present?	What type of work, vicinity		✓	
10. Walking/Working Surfaces	Ice, oil, water	✓		
11. Environmental	Waste water, VOC compliance, disposal		✓	Customer is responsible for disposal.
12. Caution/Danger Tape/Cordon Off Area Comp		✓		
13. Proper Signage	Other signage: "wet floor", "men overhead", "electrical overhead", etc.	✓		



DIRTY. DIFFICULT. DONE.

51 Harrison Ave
South Glens Falls, NY 12803

25 Walker Way
Albany, NY 12205

MINIMUM DRESS/PPE REQUIREMENTS:

*****SAFETY GLASSES & STEEL-TOED BOOTS ARE REQUIRED ON EVERY JOB*****

☐ Rubber Gloves	☒ Dust Mask
☒ Work Gloves	☐ Respirator Cartridge (circle one or specify):
☐ Chemical Gloves	☐ Dust Chemical Formaldehyde Other: _____
☐ Cut Resistant Gloves	☐ Respirator (choose one): 1/2-face or Full-face
☒ Latex Disposable Gloves	☐ Harness/Lanyard
☒ Ear plugs	☐ Retractable for Harness
☐ Vest	☐ Tyvek (specify):
☐ Hard hat	☐ Chemical Generic Other: _____
☐ Goggles	☐ Fire Protection Jumpsuit
☐ Locks & Tags	☐ Rain Suit
☐ Air Monitor	
Other PPE Not Listed: _____	

Does further evaluation of the job steps, associated hazards, or safety measures need to be performed?
Yes X No (If yes, describe): This is a working document and can be altered as needed upon arrival at the jobsite.

PERFORMANCE INDUSTRIAL will strictly adhere to safety guidelines and regulations set forth by Albany County Dept. of General Services OSHA, and PERFORMANCE INDUSTRIAL as outlined in the JSA above.

Project Manager Signature: _____

Customer Signature: _____

List of Crew Members: _____

Toolbox meeting held by: _____

Toolbox meeting attendee signatures: _____

Completed JSA Reviewed by: _____



DIRTY. DIFFICULT. DONE.

51 Harrison Ave
South Glens Falls, NY 12803

25 Walker Way
Albany, NY 12205

FINANCIAL:

PERFORMANCE INDUSTRIAL will deliver the proposed scope of work to Albany County Dept. of General Services at a **Firm Price** of:

Description	Cost
Replacement of Flooring	\$ 56,000.00

Plus applicable taxes.

Payment is due upon completion of the contracted work.

Costs incurred due to work delays or stoppages caused by others will be billed at PERFORMANCE INDUSTRIAL's standby rates.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

What to do next:

1. **Accept this proposal by signing where indicated above**
2. **Review, edit (if necessary) and sign off on the JSA.**
3. **Email or fax back to 518-793-9363.**

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Replacement of Flooring**
Bid Number: **2023-152**

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

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

Date

Number

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

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Replacement of Flooring
Bid Number: 2023-152

Total Bid Amount to Perform all Work \$ 56,000.⁰⁰

COMPANY: Performance Industrial
ADDRESS: 51 Harrison Ave
CITY, STATE, ZIP: S Glens Falls, NY 12803
TEL. NO.: 518-793-9274
FAX NO.: _____
FEDERAL TAX ID NO.: 14-1769830
REPRESENTATIVE: Jesse Warren
E-MAIL: jesse@performanceindustrial.com
SIGNATURE AND TITLE Project Manager

DATE 12-12-2023

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Project Manager

Title

Performance Industrial

Company Name

12/12/2023

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 12 day of DEC, 20023, before me personally appeared JESSE WARREN to me known, who, being by me sworn, did say that he resides at (give address) 25 WALKER WAY, ALBANY, NY 12205 that he is the (give title) PROJECT MANAGER of the (name of corporation) PERFORMANCE INDUSTRIAL, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Jodi Sherman Schultz
01518181014
Notary Public, State of New York
Qualified in Albany County
My commission expires JANUARY 22nd, 2024

Jodi Sherman Schultz
Notary Public, State of NY

Qualified in Albany

Commission Expires 1-22-2024

If Partnership:

STATE OF N.Y.)
COUNTY OF Albany) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME American Restoration & Maintenance Corp		3. IDENTIFICATION NUMBERS a) FEIN # 14-1769830 b) DUNS # 199277096	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Performance Industrial		5. WEBSITE ADDRESS (if applicable) www.performanceindustrial.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 51 Harrison Ave. S Glens Falls, NY 12083		7. TELEPHONE NUMBER 518-793-9274	8. FAX NUMBER 518-793-9363
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> n/a		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Karen Miller Title President & Owner Telephone Number 518-793-9274 Fax Number 518-793-9363 e-mail karen@performanceindustrial.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Karen Miller	TITLE President	b) NAME	TITLE
c) NAME William Miller	TITLE VP	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

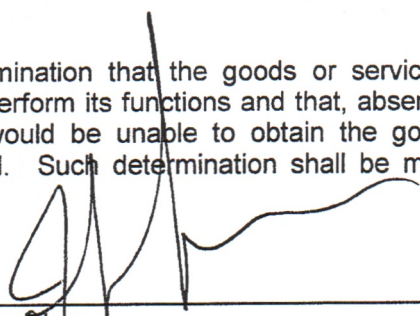
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

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

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



Signature

Project Manager

Title

Performance Industrial

Company Name

12/12/2023

Date

ATTACHMENT "E"

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

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

☒ Name of Third Party Entity: EDWARD Reville

Address: 25 WALKER WAY
ALBANY NY 12205

Phone Number(s): 518-502-3955

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

Resinous Flooring

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

Albany County Correctional Facility Shelter

Signature

Printed Name

Title

Date

JESSE WARREN

P.M.

12-12-23

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 37 years

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

1. Syracuse University Brewster & Boland Hall - 401 Van Buren St. Syracuse, NY 13244

Bellows Construction - Vern Abrams - 315-476-4718

Completed 5/2022, Contract Bid Price: \$154,000.⁰⁰

2. Upstate Correctional Facility - 309 Bare Hill Rd. Malone, NY 12953

DCMC Construction - Norman Young - 518-330-5105

Completed 11/2021, Contract Bid Price: \$175,000.⁰⁰

3. Open Door Mission - 226 Warren St. Glens Falls, NY 12801

Kim Cook - 518-792-5900

Completed 3/2021, Contract Bid Price: \$60,000.⁰⁰

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

- Bethlehem CSD Epoxy Flooring - \$176,000, 15% Completion.

- SUNY Delhi Farnsworth Hall Resinous Floors / Walls - \$300,000, 45% Completion.

- Shenendahowa Centrals Schools Epoxy Flooring - \$119,000, 60% Completion.

- Canton CSD Epoxy Flooring - \$203,497, 50% Completion.

- Binghamton R&D Pharmacy Epoxy Flooring - \$92,000, 95% Completion.

- Great Meadows Correctional Facility Epoxy Flooring - \$73,600

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

available upon request

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

available upon request

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

American Restoration and Maintenance Corp.
DBA Performance Industrial

Correct Name of Bidder

(a) The business is a: S-Corp

(b) The address of principal place of business is: 51 Harrison Ave. S Glens Falls, NY 12803

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

Bill Miller - Owner / VP of Operations

Karen Miller - Owner / President

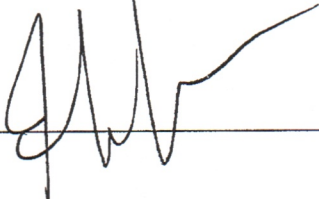
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Dated: 12/12/2023

Performance Industrial

Firm

By 

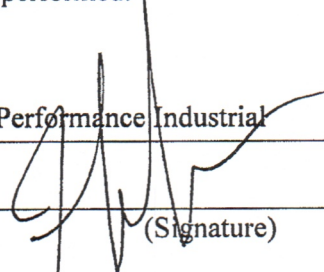
Jesse Warren
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: PERFORMANCE INDUSTRIAL

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

Firm: Performance Industrial

By: 
(Signature)

Jesse Warren
(Typed)

Title: Project Manager

Date: 12/12/2023

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 14-1769830

State of: NY)

) ss:

County of: Albany

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Address

City, State, Zip

Signature of Owner [Signature]

12.12.23

Printed Name of Signatory JESE WARREN

Title PROJECT MANAGER

Sworn before me this 12 day of Dec, 2023

Notary Public

[Signature]
(Jodi Sherman)

Jodi Sherman Schultz
01SH0181014
Notary Public, State of New York
Qualified in Albany County
My commission expires JANUARY 22nd, 2024

Printed Name

Jodi Sherman Schultz
(Jodi Sherman)

Signature

[Signature]
(Jodi Sherman)

Date

12/12/2023

Albany County Request for Contract Approval

Contract #	2023-1557
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	D5010 - Public Works
Date Submitted	Wednesday, December 20, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Colliers Engineering & Design, P.C. 18 Computer Drive East, Suite 203, Albany, NY 12205
Estimated Amount	\$86,900.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Agreement with Colliers Engineering & Design, P.C. for the Construction Inspection Services for CR412 (Airport Rd.) over Hannacrois Creek (Site 1) Culvert Replacement Project.
Budget Line Item	DD5010 - 2 - HHT7
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: December 20, 2023

Re: Contract Request

The Department of Public Works is requesting approval for an agreement with Colliers Engineering & Design, P.C. for the Construction Inspection Services for CR412 (Airport Rd.) over Hannacrois Creek (Site 1) Culvert Replacement Project. The total contract amount shall not exceed \$86,900. Bond money will be used to fund this project.

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 M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 19, 2023

RE: RFP#2023-129 Construction Inspection Services for CR412 (Airport Road.) over Hannacrois (Site1) Culvert Replacement Project

I am in receipt of your recommendation to award the aforementioned to Colliers Engineering & Design P.C in the amount of 89,600.00

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 Colliers Engineering & Design P.C.

Please obtain the necessary contract approval of the Contract Administration Board/County Legislature, 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, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Recommendation

To: Pamela O'Neill, Purchasing Agent

From: Lisa M. Ramundo, Commissioner

Date: December 15, 2023

RE: RFP#2023-129
Construction Inspection Services for CR412 (Airport Rd.) over
Hannacrois Creek (Site 1) Culvert Replacement Project

**Upon review of the five (5) Proposals that were received regarding the
aforementioned project, I would like to recommend Colliers Engineering &
Design, P.C. for the award of this proposal for a contract amount not to exceed
\$89,600.00.**

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

**If you have any questions or further information is needed, please let me
know.**



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: Brent Meredith, Civil Engineer 

DATE: December 14, 2023

RE: RFP 2023-129

Construction Inspection Services for CR412
(Airport Rd.) over Hannacrois Creek (Site 1)
Culvert Replacement Project

Attached please find the Rating Sheet along with Evaluation Score Sheets for the subject project. After reviewing the five (5) proposals received in response to the RFP, we recommend the project be awarded to Colliers Engineering & Design, P.C. on the basis of the best understanding of the scope of the project. Total contract amount not to exceed is \$89,600.00.

Please let me know if you have any questions.

BID TALLY SHEET
RFP 2023-129
Construction Inspection for CR412 Culvert Replacement Project

COMPANY	Construction Inspection	Materials Testing	PROPOSED PRICE
Colliers	\$ 81,600	\$ 8,000	\$ 89,600
Creighton Manning	\$ 86,400	\$ 8,000	\$ 94,400
KC Engineering	\$ 117,000	\$ 8,000	\$ 125,000
CHA	\$ 104,000	\$ 8,000	\$ 112,000
Foit Albert	\$ 80,500	\$ 8,000	\$ 88,500

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS # 2023-**

Sealed Proposals for **Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project** as requested by the **Department of Public Works, Division of Highway Engineering** 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, October 27, 2023.

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 October 12, 2023.

Pamela ONeill
Purchasing Agent

Dated: October 5, 2023
Albany, New York

PUBLISH ONE DAY -- October 12, 2023 -- THE EVANGELIST
PUBLISH ONE DAY -- October 12, 2023 -- THE TIMES UNION

RFP #2023-129: Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project

	CHA	Colliers	CME	Foit Albert	KC Engineers
Tresa	8.25	9.85	9.55	7.2	8.8
Jim	8.95	9.75	9.4	8.95	8.5
Brent	8.75	9.3	9.1	8.6	8.7

I.

Totals	25.95	28.9	28.05	24.75	26
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Average	8.7	9.6	9.4	8.3	8.7
----------------	-----	-----	-----	-----	-----

Rank	4	1	2	5	3
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RFP #2023-129: Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project

Proposal Rating Worksheet

Proposer: Creighton Manning Engineering

	Weight	Tresa		Jim		Brent	
		Rate	Score	Rate	Score	Rate	Score
Proposer's Comprehension of Required (work) Scope of Services	25%	10	2.5	10	2.5	9	2.25
Prior Experience in Similar Projects	20%	9	1.8	9.5	1.9	10	2
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	10	1.5	9	1.35	8	1.2
Total Proposed Price	25%	9	2.25	9	2.25	9	2.25
Client References	5%	10	0.5	10	0.5	10	0.5
Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	10	1	9	0.9	9	0.9

TOTALS

9.55

9.4

9.1

NOTES:

Handwritten signature

Handwritten signature

(TP)

RFP #2023-129: Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project

Proposal Rating Worksheet

Proposer: CHA Consulting

	Weight	Tresa		Jim		Brent	
		Rate	Score	Rate	Score	Rate	Score
Proposer's Comprehension of Required (work) Scope of Services	25%	8	2	9	2.25	9	2.25
Prior Experience in Similar Projects	20%	10	2	10	2	10	2
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	6	0.9	9	1.35	7	1.05
Total Proposed Price	25%	8	2	8	2	8	2
Client References	5%	9	0.45	10	0.5	9	0.45
Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	9	0.9	8.5	0.85	10	1

TOTALS

8.25

8.95

8.75

NOTES:




(TR)

RFP #2023-129: Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project
Proposal Rating Worksheet

Proposer: KC Engineering & Land Surveying

	Weight	Tresa		Jim		Brent	
		Rate	Score	Rate	Score	Rate	Score
Proposer's Comprehension of Required (work) Scope of Services	25%	10	2.5	8	2	10	2.5
Prior Experience in Similar Projects	20%	9	1.8	10	2	9	1.8
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	9	1.35	9	1.35	8	1.2
Total Proposed Price	25%	7	1.75	7	1.75	7	1.75
Client References	5%	8	0.4	10	0.5	9	0.45
Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	10	1	9	0.9	10	1

TOTALS

8.8

8.5

8.7

NOTES:

Jim

Tresa

Brent

RFP #2023-129: Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project

Proposal Rating Worksheet

Proposer: Foit-Albert Associates

	Weight	Tresa		Jim		Brent	
		Rate	Score	Rate	Score	Rate	Score
Proposer's Comprehension of Required (work) Scope of Services	25%	3	0.75	8	2	9	2.25
Prior Experience in Similar Projects	20%	10	2	10	2	10	2
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	5	0.75	9	1.35	4	0.6
Total Proposed Price	25%	10	2.5	10	2.5	10	2.5
Client References	5%	8	0.4	10	0.5	10	0.5
Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	8	0.8	6	0.6	7.5	0.75
TOTALS			7.2		8.95		8.6

NOTES:

(TP)

[Signature]

[Signature]

RFP #2023-129: Construction Inspection Services for CR412 (Airport Road) Culvert Over Hannacrois Creek (Site 1) Culvert Replacement Project

Proposal Rating Worksheet

Proposer: Colliers Engineering & Design

	Weight	Tresa		Jim		Brent	
		Rate	Score	Rate	Score	Rate	Score
Proposer's Comprehension of Required (work) Scope of Services	25%	10	2.5	10	2.5	9	2.25
Prior Experience in Similar Projects	20%	10	2	10	2	10	2
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	9	1.35	9	1.35	7	1.05
Total Proposed Price	25%	10	2.5	10	2.5	10	2.5
Client References	5%	10	0.5	10	0.5	10	0.5
Proposed Project Staffing-(Evaluation of Employees' Resumes)	10%	10	1	9	0.9	10	1
TOTALS			9.85		9.75		9.3

NOTES:

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[Handwritten signature]

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Albany County Request for Contract Approval

Contract #	2023-1549
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Thursday, December 14, 2023
Contact Person	Gleason, Mark
Contact Phone	1 (518) 447-3014
Vendor Info	Brett Hartman Ph.D 196 Euclid Ave. , Albany, NY 12208
Estimated Amount	\$25,000.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 28, 2023

Re: Contract Administration Request
Contract #1549

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. Brett Hartman	\$25,000	#1549
--------------------------	-----------------	--------------

The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
BRETT HARTMAN, PH.D.

Contract ID # 1549 of 2023

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "COUNTY") and Brett Hartman PH.D 196 Euclid Ave., Albany, New York 12208 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

WHEREAS, this AGREEMENT represents the understandings of the parties hereto.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

The COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.

The evaluations to be conducted by the CONSULTANT will be in accordance with the requirement of CPL Sect. 730 and will consist of the following components:

1. Clinical interview of the defendant at the Albany County Correctional Facility for defendants that are in custody of the Albany County Sheriff or in the Consultant's Office or other location for defendants that are in the community;
2. Review of available records;
3. Collateral interviews as necessary, with attorneys, family members, treatment providers, etc.
4. Psychological Testing, as necessary;
5. The CONSULTANT shall prepare and provide written reports to the Court(s)

All services to be rendered by the CONSULTANT shall be in a manner consistent with said Criminal Procedure Law as well as generally accepted psychological practices.

ARTICLE II. RESPONSIBILITIES OF THE COUNTY

1. The COUNTY shall provide security and supervision to the CONSULTANT when conducting evaluations of inmates at the Albany County Correctional Facility.
2. The COUNTY shall provide CONSULTANT access to client medical and clinical records deemed necessary to perform services under this Agreement.

ARTICLE III. AVAILABLE DATA

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

ARTICLE IV. COOPERATION

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

ARTICLE V. FEES

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT agrees

to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) during the period of this AGREEMENT.

Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

ARTICLE VI. ACCOUNTING RECORDS

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

ARTICLE VII. ASSIGNMENTS

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

ARTICLE VIII. OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics and materials shall be retained by and at the COUNTY.

ARTICLE IX. CONFIDENTIALITY

All client/patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality as required by the NYS Mental Hygiene Law and other applicable State

and Federal Laws. Further, the CONSULTANT herein agrees to abide by the terms and conditions of Schedule 'B' attached hereto, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE X. LICENSES

The CONSULTANT shall at all times remain duly licensed by the State of New York to practice psychology.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex, handicap or source of payment.

ARTICLE XII. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this proposal. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibits indemnification of others, to list the COUNTY as "other interested party" on their liability policy in lieu of indemnification.

ARTICLE XV INSURANCE

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

ARTICLE XVI. TERM AND TERMINATION OF AGREEMENT

This AGREEMENT shall commence on January 1, 2024 and terminate on December 31, 2024. Either party shall have the right to terminate the work required of the CONSULTANT by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with "ARTICLE V. FEES" of this Agreement.

ARTICLE XVII. COUNTERPARTS

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

ARTICLE XIII. SEVERABILITY

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

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

COUNTY OF ALBANY

DATED: _____

BY: _____

Hon. Daniel P. McCoy
Albany County Executive
or

Michael McLaughlin
Deputy County Executive

CONSULTANT

DATED: _____

BY: _____

Brett Hartman, Ph.D.

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 _____ day of _____, 2023, before me, the undersigned, personally appeared Philip Calderone, 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 _____ day of _____, 2023, before me, the undersigned, personally appeared Brett Hartman, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed 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
Property Damage	\$1,000,000
Personal Injury	\$1,000,000

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

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

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

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix "A" are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2023-1551
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Thursday, December 14, 2023
Contact Person	Gleason, Mark
Contact Phone	1 (518) 447-3014
Vendor Info	Kerry Brand Ph.D 11 Coventry Rd., Glenmont, NY 12207
Estimated Amount	\$25,000.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 28, 2023

Re: Contract Administration Request
Contract #1551

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. Brand	\$25,000	#1551
------------------	-----------------	--------------

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PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
Kerry Brand, PH.D.

Contract ID # 1551 of 2023

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WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

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2. Review of available records;
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5. The CONSULTANT shall prepare and provide written reports to the Court(s)

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Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

ARTICLE VI. ACCOUNTING RECORDS

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

ARTICLE VII. ASSIGNMENTS

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

ARTICLE VIII. OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics and materials shall be retained by and at the COUNTY.

ARTICLE IX. CONFIDENTIALITY

All client/patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality as required by the NYS Mental Hygiene Law and other applicable State

and Federal Laws. Further, the CONSULTANT herein agrees to abide by the terms and conditions of Schedule 'B' attached hereto, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE X. LICENSES

The CONSULTANT shall at all times remain duly licensed by the State of New York to practice psychology.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex, handicap or source of payment.

ARTICLE XII. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this proposal. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibits indemnification of others, to list the COUNTY as "other interested party" on their liability policy in lieu of indemnification.

ARTICLE XV INSURANCE

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

ARTICLE XVI. TERM AND TERMINATION OF AGREEMENT

This AGREEMENT shall commence on January 1, 2024 and terminate on December 31, 2024. Either party shall have the right to terminate the work required of the CONSULTANT by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with "ARTICLE V. FEES" of this Agreement.

ARTICLE XVII. COUNTERPARTS

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

ARTICLE XIII. SEVERABILITY

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

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

COUNTY OF ALBANY

DATED: _____

BY: _____

Hon. Daniel P. McCoy
Albany County Executive
or

Michael McLaughlin
Deputy County Executive

CONSULTANT

DATED: _____

BY: _____

Kerry Brand, Ph.D.

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 _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel 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

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

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Kerry Brand, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed 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
Property Damage	\$1,000,000
Personal Injury	\$1,000,000

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

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

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

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2023-1552
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Thursday, December 14, 2023
Contact Person	Gleason, Mark
Contact Phone	1 (518) 447-3014
Vendor Info	Marilyn McKee Ph.D. 81 Merritt Place, New Hartford , NY 13413
Estimated Amount	\$25,000.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Michael McLaughlin
Deputy County Executive

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 28, 2023

Re: Contract Administration Request
Contract #1552

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. McKee	\$25,000	#1552
------------------	-----------------	--------------

The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
Marilyn McKee, PH.D.

Contract ID #1552 of 2023

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "COUNTY") and Marilyn McKee, PH.D 81 Merritt Place, New Hartford, NY 13413 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

WHEREAS, this AGREEMENT represents the understandings of the parties hereto.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

The COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.

The evaluations to be conducted by the CONSULTANT will be in accordance with the requirement of CPL Sect. 730 and will consist of the following components:

1. Clinical interview of the defendant at the Albany County Correctional Facility for defendants that are in custody of the Albany County Sheriff or in the Consultant's Office or other location for defendants that are in the community;
2. Review of available records;
3. Collateral interviews as necessary, with attorneys, family members, treatment providers, etc.
4. Psychological Testing, as necessary;
5. The CONSULTANT shall prepare and provide written reports to the Court(s)

All services to be rendered by the CONSULTANT shall be in a manner consistent with said Criminal Procedure Law as well as generally accepted psychological practices.

ARTICLE II. RESPONSIBILITIES OF THE COUNTY

1. The COUNTY shall provide security and supervision to the CONSULTANT when conducting evaluations of inmates at the Albany County Correctional Facility.
2. The COUNTY shall provide CONSULTANT access to client medical and clinical records deemed necessary to perform services under this Agreement.

ARTICLE III. AVAILABLE DATA

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

ARTICLE IV. COOPERATION

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

ARTICLE V. FEES

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT agrees

to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) during the period of this AGREEMENT.

Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

ARTICLE VI. ACCOUNTING RECORDS

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

ARTICLE VII. ASSIGNMENTS

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

ARTICLE VIII. OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics and materials shall be retained by and at the COUNTY.

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All client/patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality as required by the NYS Mental Hygiene Law and other applicable State

and Federal Laws. Further, the CONSULTANT herein agrees to abide by the terms and conditions of Schedule 'B' attached hereto, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE X. LICENSES

The CONSULTANT shall at all times remain duly licensed by the State of New York to practice psychology.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex; handicap or source of payment.

ARTICLE XII. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this proposal. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibits indemnification of others, to list the COUNTY as "other interested party" on their liability policy in lieu of indemnification.

ARTICLE XV INSURANCE

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

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This AGREEMENT shall commence on January 1, 2024 and terminate on December 31, 2024. Either party shall have the right to terminate the work required of the CONSULTANT by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with "ARTICLE V. FEES" of this Agreement.

ARTICLE XVII. COUNTERPARTS

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

ARTICLE XIII. SEVERABILITY

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

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

COUNTY OF ALBANY

DATED: _____

BY: _____

Hon. Daniel P. McCoy
Albany County Executive
or

Michael McLaughlin
Deputy County Executive

CONSULTANT

DATED: _____

BY: _____
Marilyn McKee, Ph.D.

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 _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel 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

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

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Marilyn McKee, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed 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
Property Damage	\$1,000,000
Personal Injury	\$1,000,000

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

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

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

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2023-1591
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4230 - Narcotic Addiction Control
Date Submitted	Thursday, December 28, 2023
Contact Person	Gleason, Mark
Contact Phone	1 (518) 447-3014
Vendor Info	Albany Diocesan School 40 North Main Ave, Albany, NY 12203
Estimated Amount	\$49,474.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Provides evidence based substance abuse prevention services to students attending Albany Catholic Schools.
Budget Line Item	AA4230 - 2 - 44999
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 29, 2023

Re: Contract Administration Request
Contract #1591

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Albany Diocesan School Board	\$49,474	#1591
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The funding for this contract assists in providing students, teachers and parents the additional skills needed to avoid the use and abuse of addictive substances in Albany Diocesan Catholic schools. Funding goes to support the salary of a part time staff member that conducts two programs including the "Too Good for Violence" universal prevention program for grades K-8, and the "Too Good for Drugs and Violence" program that is used in grades 9-12. The programs are also involved in local coalition groups including Parents Who Host, and Regional Underage Drinking and Drug Use Prevention. These programs are funded 100% by NYS Office of Alcoholism and Substance Abuse Services.

2024 Albany County Services Contract: OASAS Services

Albany County 112 State Street (Principal Offices) Albany, New York 12207 (Hereinafter Referred to as the "County")		Service Agency: Albany Diocesan School Board 40 North Main Ave. Albany, New York 12203 (Hereinafter Referred to as the "Agency")	
Albany County Department of Mental Health 175 Green Street Albany, New York 12202 (Hereinafter Referred to as the "Department")		Period of Agreement: From: January 1, 2024 To: December 31, 2024 Contract No. 1591 / Resolution No.: N/A Date: 1/8/2024	
Financial Terms of Agreement: Gross Agency Expenditures \$52,388	Estimated Revenue \$5,723	Approved Net Operating Cost \$46,665	Comprehensive Liability Insurance Property Liability See Section 19

M.H.L. Funding Authority Section	Total Funds	Agency Funds	Reimbursable County Tax Funds	Amounts State Aid
Prevention Services Federal 5520 01 90059	\$46,665	-0-	-0-	\$46,665

This Agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Albany County Department of Mental Health, identified above, and the Service Provider, referred to above. Federal funds require compliance with Circular A-133 for single audit if total funds exceed \$750,000. IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of this Agreement as set forth within the following pages, on the date appearing next to their signatures below:

Albany County	Date		Date
By:		By:	
Name: Daniel P. McCoy		Name:	
Title: Albany County Executive or Deputy County Executive			
Michael McLaughlin			
Title:		Executive Director	

Notary:

Notary:

Albany County Request for Contract Approval

Contract #	2024-1594
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	G8130 - Sewage Treatment
Date Submitted	Tuesday, January 2, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	ADVANCE GLASS INC. 926 19TH ST, WATERVLIET, NY 12189
Estimated Amount	\$44,790.00
Estimated Term	1/31/2024 to 7/31/2024 (Approximately 6 months)
Scope of Services	REPLACEMENT OF ENTRY DOORS FOR BOTH THE NORTH AND SOUTH PLANTS
Budget Line Item	GG8130 - 2 - 44071
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. 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

January 2, 2024

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

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

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

**Re: RFB-2023-161 North and South Plant Door Replacement
Contract Authorization – Advance Glass Inc.**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Advance Glass, Inc. for the replacement of entry doors at both the District's North and South Treatment Plants. The contract term is estimated at six months from the date of award. The total estimated contract value is \$44,790 for the contract term.

Three bids were received and Advance Glass Inc., 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
Recommendation and Concurrence Memos

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: January 2, 2024

RE: RFB 2023-161 North and South Plant Door Replacement

I am in receipt of your recommendation to award the aforementioned to Advance Glass Inc. in the amount of \$44,790.00.

As Advance Glass Inc. 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
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

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2023-161 North and South Plant Door Replacement
Date: January 2, 2024

The Water Purification District completed its review of the three bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Advance Glass Inc.

The contract term is estimated at 6 months for completion of work. The estimated annual contract amount is \$44,790.

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

RFB # 2023-161

<u>Vendor:</u>	<u>Advance Glass</u>	<u>Gallo</u>	<u>Sierra Contractors</u>
Lump Sum:	\$42,290.00	\$74,000.00	\$90,000.00
Allowance:	\$2,500.00	\$2,500.00	\$2,500.00
Total Bid:	\$ 44,790.00	\$76,500.00	\$92,000.00

Hourly Labor Rate:	\$95.00	\$100.95	No Bid.
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Albany County Request for Contract Approval

Contract #	2024-1595
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1640 - Fleet Management
Date Submitted	Wednesday, January 3, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	T & T Sales, Inc. 411 Old Niskayuna Roas, Latham, NY 12110
Estimated Amount	\$20,759.00
Estimated Term	1/9/2024 to 4/8/2024 (Approximately 2 months)
Scope of Services	FURNISH & INSTALL Two (2) FISHER 8' HD2 SNOWPLOWS WITH HALOGEN PLOW LIGHTS AND HANDHELD CONTROLLER. FURNISH & INSTALL FISHER 8' 2.5 CUBIC YARD POLYCASTER DUAL CIRCUIT ELECTRIC SPREADER, INDEPENDENT VARIABLE SPEED CONTROLS, OVERLAPPING COVERS, SCREENS, ADJUSTABLE FEED GATE, ADJUSTABLE CHUTE ASSEMBLY & HOLD DOWN KIT
Budget Line Item	CAPIT - 2 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 2, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Cunningham and Hidley:

The Department of General Services respectfully requests the approval to purchase from T&T Sales, Inc., two snow plows and one salter to be installed on the two Silverado 2500HDs that were recently purchased by DGS.

Utilizing the Sourcewell Contract 062222-DDY, the quoted price is \$20,759.00. Purchase included in Capital Plan 2023 – 2027- HHYZ - Res No 518 of 2019 dated November 12, 2019.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



T&T SALES INC.
411 Old Niskayuna Rd.
Latham, NY 12110
Phone: 518.785.5591
Email: sales@tntbodyking.com

Quote
#Q183
12/18/2023

Bill To

ALBANY COUNTY DPW*
449 NEW SALEM RD
Voorheesville NY 12186
United States

TOTAL

\$20,759.00

Quote Valid Until: 1/17/2024

Sales Person	Reference	Year	Make	Model	GVW
Thomas Houlihan	SOURCEWELL CONTRACT 062222-DDY				

Qty	Item	Options	Unit Price	Total Amount
2	FURNISH & INSTALL FISHER 8' HD2 SNOWPLOW WITH HALOGEN PLOW LIGHTS AND HANDHELD CONTROLLER		\$6,546.00	\$13092.00
1	FURNISH & INSTALL FISHER 8' 2.5 CUBIC YARD POLYCASTER DUAL CIRCUIT ELECTRIC SPREADER, INDEPENDENT VARIABLE SPEED CONTROLS, OVERLAPPING COVERS, SCREENS, ADJUSTABLE FEED GATE, ADJUSTABLE CHUTE ASSEMBLY & HOLD DOWN KIT		\$7,667.00	\$7667.00

Prices may not reflect any applicable federal or state taxes. All special orders may require a non-refundable deposit. Due to supplier price changes and (or) chassis lead times, this quote is subject to change at any time. Giving your approval assumes agreement to these terms.

Subtotal \$20,759.00

Tax Total (%) \$0.00

Customer Signature: _____

Total \$20,759.00



Q183

RESOLUTION NO. 518

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,875,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$5,875,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduction: 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 undertake various County facility improvement projects located in Albany County, New York. The improvement projects consist of various upgrades and improvements in various buildings, which shall include HVAC modifications, construction fit-up costs (retrofit/office buildout), moving expenses and the installations of energy management systems at various facilities, including 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,000,000 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 \$1,000,000 to pay the costs of the capital projects.

The period of probable usefulness of the classes of objects or purposes herein authorized and for which \$1,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the New York Local Finance Law (the "Law") is at least five (5) years.

Section 2. The County is hereby authorized to undertake a capital project consisting of energy systems upgrades to various County facilities, including 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 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$525,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$525,000 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 \$525,000 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 \$525,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(13) of the Law, is at least five (5) years.

Section 3. The County is hereby authorized to undertake structural and engineering evaluations of various County owned facilities in Albany, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purpose, together with the preparation of planning, engineering and feasibility studies and review as further described in the 2020 Capital Plan in the Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 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 \$350,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations Section 11.00(a)(62) of the New York Local Finance Law (the "Law"), is five (5) years.

Section 4. The County is hereby authorized to undertake various County facility improvement projects located in Albany County, New York, including buildings located at 175 Green Street and 240, 250 and 260 South Pearl Street and various County owned properties prior to the relocation of various departments. The projects consist of the reconstruction and various upgrades and improvements of the facilities, which shall include mechanicals, HVAC, chillers, electrical, roofs, and generators and energy management systems, including 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 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not

to exceed \$3,000,000 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 \$3,000,000 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 \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a) of the Law, is at least fifteen (15) years.

Section 5. The County is hereby authorized to undertake a capital project consisting of the renovation and reconstruction of 112 State Street, including 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 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$750,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$750,000 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 \$750,000 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 \$750,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the Law, is twenty-five (25) years.

Section 6. The County is hereby authorized to acquire fleet motor pool vehicles and various other equipment, as further described in the 2020 Capital Plan in the Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$250,000 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 \$250,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(77) of the Law, is three (3) years.

Section 7. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$5,875,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 8. The following additional matters are hereby determined and stated:

(a) Certain facilities described in Sections 1, 2, 3, and 4 above are class "A" or "B" buildings, as defined in Section 11.00(a)(11)(a) of the Law.

(b) The facility described in Section 5 above is a class "A" building, as defined in Section 11.00(a)(11)(a) of the Law.

(c) 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.

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

Section 9. 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 10. 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 11. 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 12. 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 13. 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 projects authorized by this resolution described in Sections 1, 2, 4, 5, and 6 constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2), and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

(b) 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)(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 the project.

Section 14. 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 7 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, 4, 5, and 6 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 15. 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 16. 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