

Request for Contract Approval	
Request ID #	5216
Contract #	5316
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A3150 - Correctional Facility
Date submitted	1/22/20
Contact person	Lyons, Michael
Contact Phone	518-869-2741
Vendor	BPI Mechanical
Estimated Amount	\$37,090
Estimated Term	Upon Completion
Scope of Services	Replace and Install 3 hot water tanks, & replace heating coil
Budget Line Item	AA3150
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: January 22, 2020
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: Replacement DHW tanks, & Heating Coil

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and BPI Mechanical Service to replace and install (3) 100 gallon hot water tanks located in laundry area the existing tanks are cracked and leaking, and replace a heating coil that has stopped functioning located in C Bldg. Unit.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Michael J Lyons, Superintendent
Albany County Correctional Facility

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: January 22, 2020

RE: RFB #2019-146, Replacement of 3 DHW HI Efficient Tank and Heating Coil
Replacement- C-BLDG North Side Right

I am in receipt of your recommendation to award the aforementioned Request for Bids to BPI Mechanical in the amount of \$37,090.

As BPI Mechanical is the low responsive and responsible bidder, I concur with your recommendation.

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



MICHAEL S. MONTELEONE
UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: January 22, 2020
To: Karen Storm, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: Replacement (3) DHW Tanks, & Heating Coil
RFB #2019-146

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

[illegible]

**REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY
HEATING COIL REPLACEMENT- C-BLDG NORTH SIDE RIGHT
SCOPE OF SERVICES**

1. The contractor will supply and install one (1) Trane heating coil as outlined here in, and work shall be performed in accordance with all applicable building codes, standards and materials specifications.
2. The contractor shall furnish, install and provide all materials and labor to complete the following:
 - a. 1 Trane heating coil for the medical mechanical room for C-Building, North side Right.
 - b. Remove and dispose of excising coil.
 - c. Provide and install 1 Trane OEM heating coil.
 - d. Provide and install miscellaneous fitting for installation as per manufacturers' specifications.
 - e. Re-insulate any pipe or duct work as required by manufacturers' specifications.
 - f. Clean up and remove debris nightly.
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 8AM – 4 PM, unless otherwise agreed upon by the Superintendent/designee. Time schedule for removal And installation of new equipment must ensure uninterrupted operation of the maintenance department.
4. The successful contractor shall field verify all dimensions PRIOR to commencing work.
5. Contractor shall erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.
6. Contractor shall comply with all necessary OSHA regulations and standards.
7. Contractor shall clean all work areas each day to the satisfaction of the Superintendent/designee. Contractor shall remove and legally dispose of all construction debris. Contractor shall keep all areas of the work site free from rubbish and accumulation of waste materials
8. Contractor shall protect existing systems and surfaces to remain, all damage resulting from contractor's operations shall be replaced or repaired to a condition acceptable to the Correctional Facility Supervisor, by the contractor at no additional cost to the County.
9. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and reserve utilities.

10. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas of the kitchen to the satisfaction of the Superintendent/ designee.
11. Incorrectly fabricated, damaged or otherwise miss fitting or non conforming material or conditions shall be reported to the Superintendent/designee prior to remedial or corrective action. Any such action shall require approval.
12. Contractor shall provide warranty to cover contractor workmanship for a minimum of 3 year from date of final completion of work.
13. Contractor shall provide manufacturer's standard warranty of 3 year for materials. Warranty shall take effect upon final approval of work by Albany County.
14. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

**REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY
REPLACEMENT OF 3 DHW HI EFFICIENT TANK
SCOPE OF SERVICES**

1. The contractor will remove, dispose and install to full operation 3 - 100 gallon DHW high efficiency tanks as outlined here in, and work shall be performed in accordance with all applicable building codes, standards and materials specifications including all electrical, plumbing, venting etc.
2. The contractor shall furnish and install the following:
 - a. Provide 3 AO Smith 100 gallon commercial DHW high efficiency tanks or equivalent.
 - b. Drain, remove and properly dispose of old DHW tanks that are cracked and leaking.
 - c. Repipe to existing hot and cold water piping
 - d. Repipe natural gas piping to match new units
 - e. Install new PVC flue and intake piping from Hot water tank to existing PVC piping Leak test all new plumbing
 - f. Leak test all plumbing, reinsulate piping after testing
 - g. Reconnect electric as required
 - h. Fill, start and test operations of new DHW tanks
 - i. Place new units into service
 - j. Clean area at the end of each day.
3. The contractor shall coordinate access to job site and all work activities with the Superintendent /designee. All work shall be performed during the hours of 7AM – 4 PM, unless otherwise agreed upon by the Superintendent/designee. Time schedule for removal and installation of new equipment must ensure uninterrupted operation of the maintenance department.
4. The successful contractor shall field verify all dimensions PRIOR to commencing work.
5. Contractor shall erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.
6. Contractor shall comply with all necessary OSHA regulations and standards.
7. Contractor shall clean all work areas each day to the satisfaction of the Superintendent/designee. Contractor shall remove and legally dispose of all construction debris. Contractor shall keep all areas of the work site free from rubbish and accumulation of waste materials

8. Contractor shall protect existing systems and surfaces to remain, all damage resulting from contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.
9. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and reserve utilities.
10. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas of the boiler house to the satisfaction of the Superintendent/ designee.
11. Incorrectly fabricated, damaged or otherwise miss fitting or non conforming material or conditions shall be reported to the Superintendent/designee prior to remedial or corrective action. Any such action shall require approval.
12. Contractor shall provide warranty to cover contractor workmanship for a minimum of 90 days from date of final completion of work.
13. Contractor shall provide manufacturer's standard warranty for materials. Warranty shall take effect upon final approval of work by Albany County.
14. 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.
15. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **REPLACEMENT OF 3 DHW HI EFFICIENT TANK and HEATING COIL
REPLACEMENT- C-BLDG NORTH SIDE RIGHT**

Bid Number: **2019-146**

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
1-6-2020	1
1-6-2020	2

(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:

DANIEL KEATING

Phone: 518 362 6414

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 3 DHW HI EFFICIENT TANK and HEATING COIL
REPLACEMENT- C-BLDG NORTH SIDE RIGHT

Bid Number: 2019-146

Project Cost per Scope of Services:

Scope Part A Cost: \$ 5,140.-

Scope Part B Cost: \$ 31,950.-

TOTAL PROJECT COST (SCOPE A+B)
(NOT TO EXCEED) = \$ 37,090.-

COMPANY: BPI MECHANICAL

ADDRESS: 95 HUNSON RIVER RD.

CITY, STATE, ZIP: WATERFORD, NY 12188

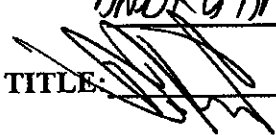
TEL. NO.: 518 326 8450

FAX NO.: 518 326 8435

FEDERAL TAX ID NO.: 46 0951581

REPRESENTATIVE: DANIEL KEATING

E-MAIL: DRUG@BPIMECHANICALSERVICE.COM

SIGNATURE AND TITLE:  PRESIDENT

DATE: 1/5/2020

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? 1998 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. ALR. CSA REPLACE TOWER FAN
BRIAN DEUGLER
\$ 55K

2. ALBANY VEC HVAC UPGRADE
GREG CROUNSE
\$ 275K

3. AYCO OFFICE BLDG
JOE PARICLO
\$ 110K

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.

PLANK CONST.	\$ 365 K
HVAC UPGRADES	
MUNTER ENTERPRISE	
HVAC/PLUMBING	\$ 274 K
REGENERON	\$ 140 K
REFRIG BOXES	

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.

SARATOGA NATIONAL BANK

MARSHALL AND STERLING SURETY

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

\$ 5.5 m REVENUE	
\$ 2.1 m ASSETS	
\$ 1.6 m LIABILITIES	

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

BPI MECHANICAL

Correct Name of Bidder

- (a) The business is a: CORP.
- (b) The address of principal place of business is: 95 HUDSON RIVER RD.
WATERFORD, NY 12188
- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: DANIEL KEATING
JOSEPH R BURNIKHE

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Dated: 1-9-2020

 BPI MECHANICAL
Firm

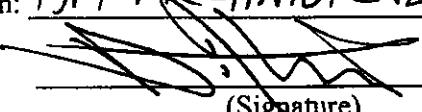
By DANIEL KEATING

(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: BPI MECHANICAL
By: 
(Signature)
DANIEL KEATING
(Typed)
Title: PRESIDENT
Date: 1-9-2020

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

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

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

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

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

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

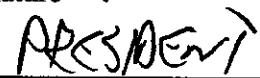
The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid,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

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

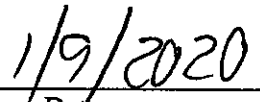


Signature

Title



BPI MECHANICAL
Company Name



Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

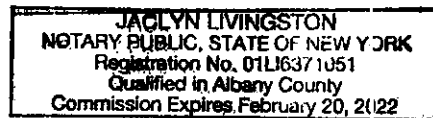
Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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



On this 9th day of January, 2008, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Malta, NY; that he is the (give title) President of the (name of corporation) BPI Mechanical Service 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 02/20/2022

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 RPI MECHANICAL		3. IDENTIFICATION NUMBERS a) FEIN # 460951581 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95 HUDSON RIVER RD		7. TELEPHONE NUMBER 518 326 8450	8. FAX NUMBER 518 326 8433
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 DANIEL KEATING Title PREI Telephone Number 518 326 8450 Fax Number 518 326 8433 e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME DAN KEATING	TITLE PREI	b) NAME	TITLE
c) NAME JOE BLUMWICK	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 PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's 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 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 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 #

State of:) NY
County of:) SS:
SARATOGA

CERTIFICATION:

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

The undersigned certifies that he/she:

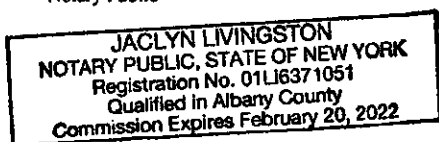
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge,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

Name of Business BPI Mechanical
Address 95 Hudson River Rd
City, State, Zip Waterford, NY 12188

Signature of Owner [Signature]
Printed Name of Signatory DAVID KARPING
Title PRES.

Sworn before me this 9th day of JANUARY, 2022

Notary Public



Printed Name Jaclyn Livingston
Signature [Signature]
Date 01/09/2022

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 basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The 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.

1/9/2026
Date


Signature

PRES
Title

BP1 MECHANICAL
Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____
_____ *none* _____

Phone Number(s): _____

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

_____ *none* _____

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

_____ *VAIK* _____

Signature

DANIEL FERRELL

Printed Name

DANIEL FERRELL

Title

1-5-2020

Date

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
BPI Mechanical Service, Inc.
95 Hudson River Road
Waterford, NY 12188

SURETY:

(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:

(Name, legal status and address)
Albany County
112 State Street
Albany, NY 12207

BOND AMOUNT: \$ Five Percent of Bid (5% of Bid)

PROJECT:

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

RFB #2019-146

Replacement of 3 DHW.Hi Efficient Tank and Heating Coil Replacement - C-Bldg North Side Right
Albany County Correctional Facility, 840 Albany Shaker Road, Albany, NY 12211

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

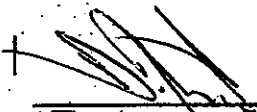
ink.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:01:16 on 04/22/2011 under Order No. 6385313632_1 which expires on 08/01/2012, and is not for resale.

User Notes

(8770991850)

Signed and sealed this 6th day of January, 2020


(Witness)


(Witness) Andrea Carpenter, Sr Bond Representative

BPI Mechanical Service, Inc.
(Principal) (Seal)

PRESIDENT
(Title)

United States Fire Insurance Company
(Surety) (Seal)


(Title) Maria Delorenzo, Attorney-In-Fact

NOTARIAL JURAT
INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

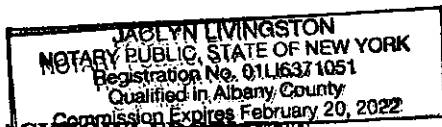
known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of NY]
County of SARATOGA] ss:
On this 9 day of JAN., 2020 before me personally appeared

DANIEL KRATZKE
to me known, who being by me duly sworn, did depose and say: that HE resides at MALITO, NY,
; that HE is PRESIDENT
of the corporation described in and which executed the foregoing instrument; that HE knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that HE signed HIS name thereto by like order.



Notary Public

SURETY ACKNOWLEDGEMENT

State of New York]
County of Saratoga] ss:
On this 6th day of January, 2020 before me personally appeared

Maria Delorenzo
to me known, who being by me duly sworn, did depose and say: that she resides in the City of _____
Ballston Lake, New York; that she is the Attorney-In-Fact
of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 010110712
Qualified in Schoharie County
Commission Expires March 24, 20 23

Notary Public

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

06331436119

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

Jeanne M. Maloy, Jaclyn Kelly, Deborah Kruman, Maria Delorenzo

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

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

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

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

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

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

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

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686

Sonia Scala

(Notary Public)

MY COMMISSION EXPIRES 3/25/2024

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of January, 2020
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

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

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2018

ASSETS	
Bonds (Amortized Value).....	1,575,095,694
Preferred Stocks (Market Value).....	2,500,000
Common Stocks (Market Value).....	1,163,841,710
Mortgage Loans (Market Value).....	3,510,000
Cash, Cash Equivalents, and Short Term Investments.....	477,327,351
Derivatives.....	23,002,739
Other Invested Assets.....	216,475,684
Investment Income Due and Accrued.....	8,006,764
Premiums and Considerations.....	195,195,701
Amounts Recoverable from Reinsurers.....	31,104,247
Funds Held by or Deposited with Reinsured Companies.....	4,482,823
Current Income Taxes Recoverable.....	1,966,565
Net Deferred Tax Asset.....	161,021,872
Electronic Data Processing Equipment.....	4,043,042
Receivables from Parent, Subsidiaries and Affiliates.....	138,140,008
Other Assets.....	80,113,770
TOTAL ASSETS.....	\$ 4,085,827,970
LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,559,822,684
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	41,178,534
Loss Adjustment Expenses.....	386,839,696
Commissions Payable, Contingent Commissions and Other Similar Charges.....	3,516,082
Other Expenses (Excluding Taxes, Licenses and Fees).....	48,794,043
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	20,335,069
Unearned Premiums.....	517,688,148
Advance Premium.....	5,194,006
Ceded Reinsurance Premiums Payable.....	23,630,611
Funds Held by Company under Reinsurance Treaties.....	20,864,701
Amounts Withheld by Company for Account of Others.....	76,666,809
Provision for Reinsurance.....	627,927
Payable to Parent, Subsidiaries and Affiliates.....	10,488,505
Other Liabilities.....	52,539,781
TOTAL LIABILITIES.....	\$ 2,768,186,596
Common Capital Stock.....	13,560,000
Gross Paid In and Contributed Surplus.....	1,246,294,940
Unassigned Funds (Surplus).....	57,786,434
Surplus as Regards Policyholders.....	1,317,641,374
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,085,827,970

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 5th day of March, 2019
UNITED STATES FIRE INSURANCE COMPANY

Request for Contract Approval	
Request ID #	5313
Contract #	5413
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A3150 - Correctional Facility
Date submitted	2/3/20
Contact person	Lyons, Michael
Contact Phone	518-869-2741
Vendor	BPI Mechanical Service
Estimated Amount	\$78,540
Estimated Term	upon completion
Scope of Services	Remove and replace one (1) heating DA tank located in Boiler House
Budget Line Item	AA3150
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: February 4, 2020
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: DA Tank Replacement

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and BPI Mechanical Service to remove and replace (1) heating DA Tank located in the Boiler House. The Purchasing Department generated a request for bid and BPI Mechanical Service was the lowest vendor to submit a bid.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Michael Lyons
Superintendent – Correctional Facility

FROM: Karen Storm 
Purchasing Agent

DATE: February 3, 2020

RE: RFB #2020-006 DA Tank Replacement Boiler

I am in receipt of your recommendation to award the aforementioned Request for Bids to BPI Mechanical in the amount of \$78,540.00.

As BPI Mechanical is the low responsive and responsible bidder, I concur with your recommendation.

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



MICHAEL S. MONTELEONE
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: February 3, 2020
To: Karen Storm, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: DA Tank Replacement-Boiler
RFB #2020-006

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

RFB-2020-006 Bid Tabulation
DA Tank Replacement Boiler

	Bidder	Bidder	Bidder
	Eckert Mechanical	Collett Mechanical	BPI Mechanical
Total Bid Amount	\$ 94,425.00	\$ 85,120.00	\$ 78,540.00

**REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY
DA TANK REPLACEMENT
BOILER HOUSE
SCOPE OF SERVICES**

1. The contractor will remove, replace and install one (1) heating DA tank as outlined here in, and work shall be performed in accordance with all applicable building codes, standards and materials specifications.
2. The contractor shall furnish, install and provide all materials and labor to complete the following:
 - a. Disconnect and remove the existing insulation that covers the DA tank and discard
 - b. Disconnect the low-pressure steam piping, condensate, make up water and controls.
 - c. Rig out and discard the old surge tank.
 - d. Rig in and install new surge tank.
 - e. Reconnect the low-pressure steam piping, condensate; make up water/condensate from the Surge tank.
 - f. Provide and install new insulation for the surge tank and any modified piping insulation.
 - g. Provide and install new level controls to include all wiring and piping and tie back into the existing control panel.
 - h. fill surge tank and check for leaks on all newly modified equipment.
 - i. Set up and adjust DA tank level controls.
 - j. Place DA tank back into service once all piping, tank and controls check out
 - k. Clean up and remove debris nightly.
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 8AM – 4 PM, unless otherwise agreed upon by the Superintendent/designee. Time schedule for removal And installation of new equipment must ensure uninterrupted operation of the maintenance department.
4. The successful contractor shall field verify all dimensions PRIOR to commencing work.
5. Contractor shall erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.
6. Contractor shall comply with all necessary OSHA regulations and standards.
7. Contractor shall clean all work areas each day to the satisfaction of the Superintendent/designee. Contractor shall remove and legally dispose of all construction debris. Contractor shall keep all areas of the work site free from rubbish and accumulation of waste materials

8. Contractor shall protect existing systems and surfaces to remain, all damage resulting from contractor's operations shall be replaced or repaired to a condition acceptable to the Correctional Facility Supervisor, by the contractor at no additional cost to the County.
9. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and reserve utilities.
10. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas of the kitchen to the satisfaction of the Superintendent/ designee.
11. Incorrectly fabricated, damaged or otherwise miss fitting or non conforming material or conditions shall be reported to the Superintendent/designee prior to remedial or corrective action. Any such action shall require approval.
12. Contractor shall provide warranty to cover contractor workmanship for a minimum of 3 year from date of final completion of work.
13. Contractor shall provide manufacturer's standard warranty of 3 year for materials. Warranty shall take effect upon final approval of work by Albany County.
14. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **DA Tank Replacement for Boiler**
Bid Number: **2020-006**

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
1	1/28/2020
2	1/23/2020

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

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

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

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

7. Communication concerning this Bid shall be addressed to:

DANIEL KEATING

Phone: 518 362 6414

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

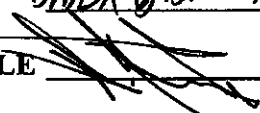
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: DA Tank Replacement for Boiler
Bid Number: 2020-006

Total Bid Price for all work \$ 78,540.-

COMPANY: BPI MECHANICAL SERVICE
ADDRESS: 95 HURSON RIVER RD.
CITY, STATE, ZIP: WATERFORD, NY 12188
TEL. NO.: 518 362 6414
FAX NO.: _____
FEDERAL TAX ID NO.: 46 0951581
REPRESENTATIVE: DANIEL KEATING
E-MAIL: DANK@BPIMECHANICALSERVICE.COM
SIGNATURE AND TITLE 
DATE 1/30/2020

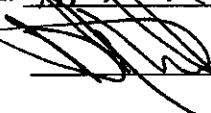
BF3

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: BPL MECHANICAL

By: 
(Signature)

DANIEL KEATING
(Typed)

Title: PRESIDENT

Date: 1/30/2020

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

1/30/2020
Date



Signature
PRESIDENT

Title
BPI MECHANICAL

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Saratoga) SS.:

On this 30 day of JANUARY, 2020, before me personally appeared DANIEL KEATING to me known, who, being by me sworn, did say that he resides at (give address) MALDEN NY; that he is the (give title) PRESIDENT of the (name of corporation) BPT MECHANICAL, 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.


ERIN N. PARKER
Notary Public, State of New York
No. 02PA6163393
Qualified in Albany County
Commission Expires March 26, 2023

Notary Public, State of New York

Qualified in Albany County

Commission Expires March 26, 2023

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 BPI MECHANICAL		3. IDENTIFICATION NUMBERS a) FEIN # 46 0951581 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95 HIGDON RIVER RD WATERFORD NY 12185		7. TELEPHONE NUMBER 518 362 6414	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 		10. TELEPHONE NUMBER 	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name DANIEL KEATING Title PRES. Telephone Number 518 362 6414 Fax Number e-mail DANKE@BPIMECHANICALSERVICE.COM			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME DAN KEATING	TITLE PRES	b) NAME	TITLE
c) NAME JOE BURKH	TITLE L.P.	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 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

FED #

State of:

NY

SS:

County of:

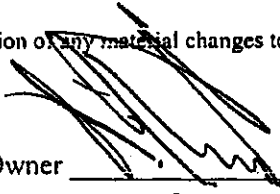
Saratoga

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business BPI Mechanical Services, Inc. Signature of Owner 

Address 95 Hudson River Rd

Printed Name of Signatory DANIEL KEATING

City, State, Zip Watertford, NY 12088

Title Pres.

Sworn before me this 30th day of January, 2020

Notary Public


ERIN N. PARKER
Notary Public, State of New York
No. 02PA6163393
Qualified in Albany County
Commission Expires March 28, 2023

Erin N. Parker
Printed Name
See left
Signature
1/30/2020
Date

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

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

Signature

Title

Company Name

Date

1/30/2016

PRES.

BPI MECHANICAL

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

JAIL _____

Signature

Printed Name

Title

Date

DRUCK KATHIG

PREC

1/30/2020

Request for Contract Approval	
Request ID #	5316
Contract #	5416
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A3020 - Emergency Telephone/E-911
Date submitted	2/4/20
Contact person	Rizzo, John
Contact Phone	(518) 655-7893
Vendor	MISSION CONTROL PARTNERS
Estimated Amount	\$63,200
Estimated Term	1/1/20 THRU 12/31/20
Scope of Services	VENDOR WILL PROVIDE TECHNICAL SUPPORT SERVICES AND ON-SITE COMPUTER-AIDED DISPATCH NETWORK SUPPORT FOR OUR E-911 PROGRAM
Budget Line Item	AA3020
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

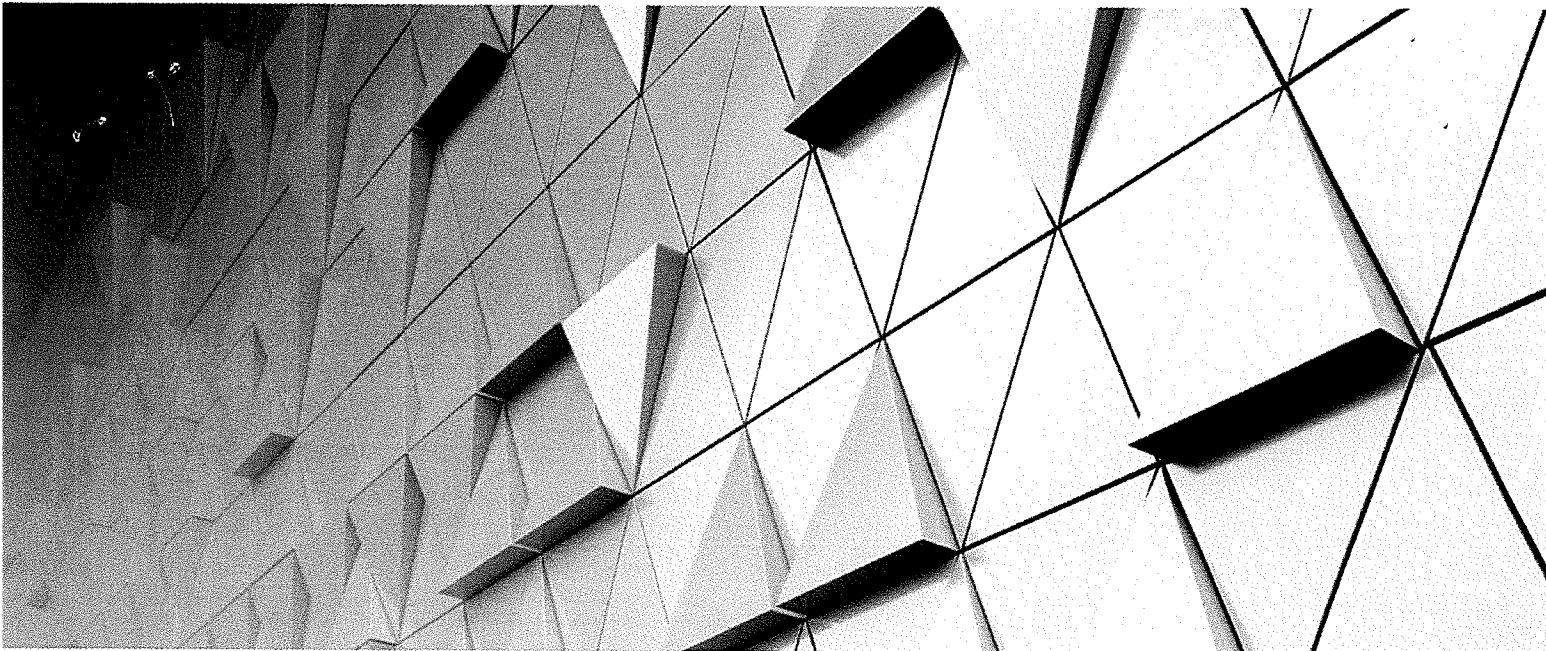
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MissionCriticalPartners

Because the Mission Matters

Mission-Critical NetPulseSM
Advanced Support Services

Proposal

PREPARED DECEMBER 6, 2019 FOR
ALBANY COUNTY SHERIFF'S OFFICE, NEW YORK

MissionCriticalPartners.com

State College Office | 690 Gray's Woods Blvd. | Port Matilda, PA 16870 | 888.8.MCP.911 or 888.862.7911

Introduction Letter

December 6, 2019

John Rizzo
System Administrator
Albany County Sheriff's Office
E911 Communications Center
449 New Salem Road
Voorheesville, NY 12186

Re: Mission-Critical NetPulseSM Advanced Monitoring and CAD On-Site Support

Dear Mr. Rizzo:

Mission Critical Partners, LLC (MCP) is pleased to provide the Albany County, New York (County) Sheriff's Office this quote for technical support services and on-site computer-aided dispatch (CAD) network support for the Capital District of New York CAD system. This proposal highlights MCP's NetPulse Advanced monitoring program. This comprehensive umbrella program includes:

- Proactive System and Network Monitoring: Dynamic monitoring to detect and resolve issues before they cause failures, including the detection of performance issues
- Help Desk: 24 hours a day, 7 days a week (24x7) for critical matters
- Onsite Support Services: 8 a.m. to 5 p.m. Monday through Friday
- Special Services: Special projects and support requirements are possible and will be reviewed with the Capital District and quoted where appropriate on a case-by-case basis.

Several factors make MCP well-qualified to ensure the success of the Capital District CAD system and onsite support services, such as:

- Dedication to Public Safety: We specialize in support services for high-availability, high-performance and high-reliability mission-critical systems, such as 911 systems.
- Holistic Monitoring: Ability to monitor your entire network holistically, including your CAD/record management systems (RMS) routers, servers, and other infrastructure.
- Track Record: Our clients will attest that our services are invaluable and that we are extremely reliable and responsive to their needs.
- Security: We understand security needs, including those related to Criminal Justice Information Services (CJIS) policies.

The service manager for this effort will be Mark Perkins, Vice President, and Director of Lifecycle Management Services (LMS) Delivery Operations for MCP. His contact information is:

Mark Perkins, Vice President and
Director LMS Delivery Operations
Mission Critical Partners, LLC
690 Grays Woods Blvd.
Port Matilda, PA 16870

Cell: 224.856.7490
Office: 224.228.6550
Email: MarkPerkins@MissionCriticalPartners.com

Your onsite technical point of contact for this opportunity will be Cody Reimers, Network Support Technician. I may also be contacted if you have any questions or require additional information at 815.355.8409 (cell) or at DavidSJones@MissionCriticalPartners.com.

Sincerely,

Mission Critical Partners, LLC



David S. Jones, President
Lifecycle Management Services Division

About Mission Critical Partners

Mission Critical Partners (MCP) is an independent solutions provider that helps public safety clients enhance and evolve their mission critical systems and operations.

Through our breadth and depth of experience and an extensive network of resources, we offer unique, vendor-independent and successful solutions that solve our clients' complex challenges.

Our planning, implementation and information technology (IT) and network support services span all aspects of mission-critical communications, while our expertise covers everything from radio to broadband, networks and 911, and facilities and operations. We provide confidence and support every step of the way, from design and procurement to building and management. The result is a high-performing emergency response system that achieves maximum value and optimal efficiency.

With MCP, the proof is in the numbers:

- Loyalty is the foundation of our business, with more than 90 percent of our clients remaining with us from project to project.
- Our specialized professionals are integral members of our team, bringing an average of more than 25 years to every project.
- We expand upon our experience year after year, completing more than 700 projects since our inception in 2009.
- We've performed services for clients in nearly all 50 states with a full suite of solutions and services.
- We invest more than a million dollars each year to employee training.

MCP stands behind the importance and nobility of the work our clients do. We understand the criticality of effective and efficient public safety systems, not just for our clients, but for their entire community. While we are proud to have the most experienced and knowledgeable team of professionals in the industry, our greatest pride comes in seeing the successful results of our clients' mission critical operations.

Because at the end of the day, **it's the mission that truly matters.**

OFFICE LOCATIONS

Mission Critical Partners serves municipal, county, state and federal clients across North America with offices in the following locations:

Corporate Headquarters

State College Office

690 Gray's Woods Blvd.

Port Matilda, PA 16870

Phone: 888.862.7911

Fax: 814.217.6807

Web: MissionCriticalPartners.com

Branches

Raleigh Office

3737 Glenwood Ave. Suite 100

Raleigh, NC 27612

Pittsburgh Office

105 Bradford Rd. Suite 400

Wexford, PA 15090

Harrisburg Office

2578 Interstate Dr. Suite 106

Harrisburg, PA 17110

Dallas Office

502 N. Carroll Ave. Suite 120

Southlake, TX 76092

New Jersey Office

35 Beechwood Rd. Suite 2A

Summit, NJ 07901



MissionCriticalPartners

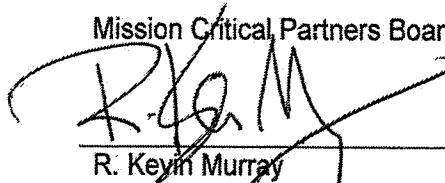
Our Commitment to Vendor Neutrality

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority for the clients we serve. As an advocate for mission-critical agencies, MCP's commitment is to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations and existing technologies. We provide a holistic perspective of the entire emergency response ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations are always based on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they are ultimately responsible for operating, and a successful project that improves emergency response.

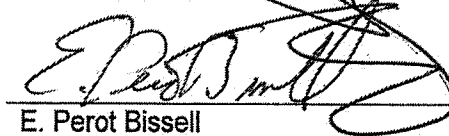
Mission Critical Partners Board of Directors



R. Kevin Murray



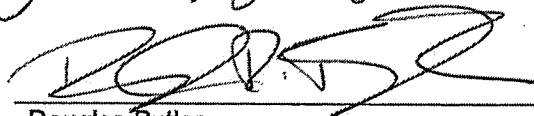
Robert Chefitz



E. Perot Bissell

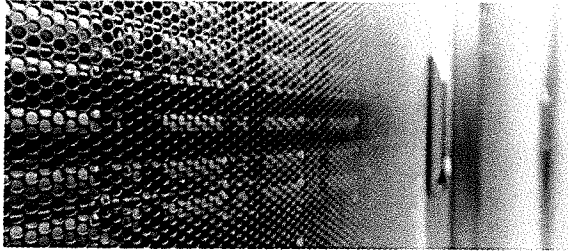


Bernard Bailey



Douglas Butler

Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic, IT and network support solutions help our clients realize significant IT cost savings, while remaining confident that their systems are running at peak performance, protected from unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors', by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients drive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with greater insights into their Internet Protocol (IP) network and IT enterprise.

IT Network and Support Solutions	Network Management and Monitoring Solutions	Cybersecurity Solutions	Additional Offerings
Mission-Critical NetInform SM discovery services	Mission-Critical NetPulse SM 24x7 network monitoring	Mission-Critical NetInform SM security assessments	On-request services
Mission-Critical NetInform SM enterprise IT assessments		Mission-Critical NetPulse SM security monitoring	IT help desk services Integrated vendor support services

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure with support available for the following networks and applications:

- Computer-aided dispatch (CAD) systems
- Call-handling equipment (CHE)
- Records management systems (RMS)
- Microwave and fiber-optic backhaul systems
- Emergency services IP networks (ESInets)
- Telephony
- 911 and administrative networks
- Environmental site networks



Figure 1: Client-Focused Holistic Support

Mission-Critical NetPulseSM Network Monitoring Services

Keeping a mission-critical IT environment running smoothly requires constant attention and the availability of highly specialized staff. Network infrastructure needs to be secure, up to date and operating at peak performance, 24 hours a day, seven days a week (24x7). Between the growing number of network devices, identifying and troubleshooting incidents, and managing routine maintenance requirements, public safety agencies find themselves needing support.

Mission-Critical NetPulseSM monitoring services improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise with technology-agnostic support that spans all aspects of emergency communications.

A proven, trusted partner means proven, trusted success

No one knows the emergency response communications ecosystem better than MCP. We're the proven, trusted partner behind more than 700 mission-critical projects for more than 300 agencies. And the trusted expertise of our field engineers and specialists ensures that mission-critical networks across the country are running smoothly and have reduced risk of unplanned downtime.

24x7, independent support, inside and out, and a single point of accountability

MCP offers a variety of service plans that provide varying degrees of support—Essential, Advanced and Custom.

NetPulseSM Advanced monitoring services provide proactive and highly responsive around-the-clock remote support services via a network operations center (NOC) that mitigates, escalates, responds and resolves network incidents quickly. Our field engineers and specialists develop a deep understanding of the client's network environment and coordinate with every key network component provider and vendor involved with the network on behalf of the client, acting as a clearinghouse that manages incidents and events until issue resolution.

A dynamic, integrated view

Mission-Critical NetPulseSM monitoring can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure, with support available for the following networks and applications:

- CAD
- RMS
- Telephony
- Environmental site networks
- Microwave
- CHE
- ESInets
- Fiber optic
- 911 and administrative servers, databases, routers, switches

Service flexibility

Mission-Critical NetPulse network support services are customizable to an agency's needs and budget. What remains consistent is our level of responsiveness. MCP is committed to delivering a high quality of service that exceeds service level expectations.

Feature	Essential	Advanced	Custom
NetPulse integrated service platform deployment	✓	✓	✓
Ticketing, monitoring and device management	✓	✓	✓
Management of monitoring and notification profiles	✓	✓	✓
Reporting and analytics	✓	✓	✓
Incident response and management		✓	✓
Incident escalations		✓	✓
CAD monitoring		✓	✓
Add-ons			
Wireless network management			✓
Device repair			✓
Adds/moves/changes			✓
Security Services			
24x7 security monitoring (security operations center)		✓	✓
Incident response		✓	✓
Software management		✓	✓
System backups		✓	✓
Security vulnerability scan (dynamic)		✓	✓
Firewall management		✓	✓
Training	✓	✓	✓

Figure 2: Mission-Critical NetPulseSM Service Breakdown

Scope of Work

Mission-Critical NetPulseSM Advanced Monitoring Services

The NetPulse Advanced program includes a comprehensive set of services:

- Establish a secure connection between the agency system and MCP's NOC
- Maintain user guide – including contact information and help desk instructions
- Provide a help desk to answer your questions, provide advice and solve problems
- Dynamically collect status information
- Set thresholds for alerts
- Monitor the status of systems and networks (see below for details)
- Respond when something needs attention
- Assist with the operating system and application updates
- Analyze and report on conditions – provide monthly reports on routine matters and immediate reports on critical conditions
- Provide recommendations to keep systems and networks functioning properly
- Serve as an advocate for the agency when dealing with multiple support providers
- Deploy staff when onsite services are needed

Systems and Network Monitoring

NetPulse Advanced monitoring utilizes a server to collect and transmit data to the MCP NOC. The following are representative of the conditions monitored:

Server Monitoring

- Virtual environments
- Processor and memory utilization
- Disk utilization
- Services
- Print queues
- Error reports
- Event logs
- Time sync
- Backup logs
- Logs for high availability disk arrays

Network Monitoring

- Device status (up/down)
- Average response time (ping) to device
- Packet loss to device
- Processor utilization
- Memory utilization
- Port utilization

Application Monitoring

- CAD/RMS process status
- CAD/RMS service status
- Log files

In summary, MCP monitors the environment and engages as soon as a detected issue requires attention.

Problem Resolution for CAD/RMS

As issues are identified, MCP's CAD services team follows a triage model, working along with your staff, to isolate the matter into one or more of the following categories:

- Application
- Hardware
 - Server
 - Storage
- Database
- Virtualization
- Network
- Remote systems and interfaces

Once the issued is assessed, MCP will resolve the issue or engage your staff and the other parties involved. We will monitor the status until the matter has been resolved.

Communications and Reporting

Critical issues and conditions are communicated to the agency immediately. The other monitoring results are reported monthly, at a minimum. The monthly reports include:

- All issues detected
- Corrective actions taken
- Summary of tickets created
- Review of system performance and utilization
- Link to a customized dashboard
- Required site actions

In addition to these communications, MCP assists in organizing monthly status calls that are attended by a wide range of stakeholders, including representatives of management, the primary users within the agency, the applications provider, IT support personnel and others.

Help Desk

NetPulse Advanced monitoring includes a comprehensive telephone support desk which is available for reporting issues, requesting services, solving routine matters, and answering questions during normal working hours.

The help desk and support are available 24x7x365 for critical matters.

Prerequisites

The success of NetPulse Advanced is based upon the condition and capacity of the environment to support the requirements of the application systems. It also is based upon MCP engineers having an in-depth understanding of the requirements and the environment. MCP will take the following steps in establishing the NetPulse Advanced program:

1. Conduct a system assurance review (SAR) to assess the requirements and operating environment and identify vulnerabilities that can contribute to problems.
2. Work with the agency to develop a plan to remedy deficiencies and optimize the environment.

Agency Support and Facilities

The following are needed for MCP to monitor and perform troubleshooting triage of the systems and network:

- Remote access to the site using a virtual private network (VPN) or other secure access facilities
- A server to support monitoring – can be a virtual machine
- Ability to send email alerts and reports from the monitoring system to MCP
- Agency contact to assist in coordinating support services
- Onsite assistance during triage and other problem-solving activities

Premium On-Site Service

Mission Critical Partners recognizes that the associated network administrator responsibilities can be aided and supported with a dedicated onsite support technical resource to support and administer the CAD and RMS server hardware. The technical onsite network support services include:

- Support, configure and maintain the Capital District's networks and networking hardware
- Identify and aid in the deployment of updates as needed
- Support and administer routing device configurations
- Aid in ensuring network security and connectivity
- Monitor network performance and monitor for fault and incidents
- Facilitate access controls for routing hardware
- Resolve problems reported by end-users
- Aid in defining network policies and procedures
- Specify system requirements and design solutions
- Support research and make recommendations regarding network architecture

Proposed Staff

MCP recognizes that as a consulting firm, our corporate capabilities are directly dependent on the capabilities and experience of our staff. MCP has assembled one of the most experienced and knowledgeable teams in the country. A multi-faceted project such as this requires different areas of expertise and knowledge, typically more than any one or two individuals can bring, and different areas of expertise are often required at different stages of the project.

Mark Perkins, Vice President & Director of Lifecycle Management Services Delivery Operations *Service Manager*

Mark Perkins has more than 32 years of extensive experience in customer advocacy, systems operation, network operations center (NOC) monitoring operations, security services operations, technical support, and field service operations gained throughout a long-term career with a very large technology company all within the public safety sector. Mark earned his Bachelor of Science (BS) Degree from California State University, Long Beach, California, and also carries Quality Management Services (QMS) Certifications in Information Technology Infrastructure Library (ITIL), TL9000 and ISO9000.

Cody Reimers, Technology Specialist *Network Administrator On-Site CAD/RMS Support*

Cody is an emergency communication professional with more than five years of network administration experience in a variety of government and commercial positions. He has wide-ranging IT knowledge in software, applications, hardware, and databases. Cody's background includes broad expertise in IT, radio communications, comprehensive telephony experience, troubleshooting and resolving hardware and software issues. Cody's vast knowledge from the physical setup of networking and equipment to applications and routing network traffic provides clients simple and ideal networking experiences.

Michael Beagles, Senior Technology Specialist *Network Monitoring Platform and Infrastructure Technology Support*

Mr. Beagles, Senior Technology Specialist, has been working in the information technology (IT) field for more than 15 years with 10 years specifically supporting public safety environments. During that time Mike has designed and implemented a long list of technologies that support the public safety mission. He was the chief architect and implementer of EmergiTech's InterCAD system delivered over the network as a service to 911 agencies around the country and as the IT manager, he served as a technical lead on CAD, RMS, 911, and mobile projects. Mike has expertise in networking and network design, security and accessibility, server design, and application delivery. Mike attended Houston Community College, C-TREC Technical School Cisco Certified Network Associate (CCNA) Bootcamp, and holds certifications with Microsoft Server, and Comp Telecommunications Industry Association (TIA).

David S. Jones, President, Lifecycle Management Services Division

Customer Advocacy and Quality Assurance

David S. Jones will provide the quality assurance (QA) overview and review of all deliverables and provide additional project management support to the project and client managers as needed. David's background includes over 22 years' operations management, services management, strategic and tactical planning, vendor management and contract management within the public safety sector for a large technology company. David directly managed and completed on time projects with an average annual value of over \$500 million per year during his prior tenure with the large technology company. David earned his BS degree in engineering and a Master of Business Administration degree.

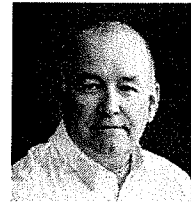
Resumes

Resumes highlighting the qualifications and experience of the proposed Mission Critical Partners project team is included on the following pages.

Mark Perkins

VP & Director of Lifecycle Management Services Delivery Operations, Mission Critical Partners

Mark is an experienced services professional who oversees the delivery of Mission Critical Partners' Lifecycle Management services to include network monitoring, technical support, service desk, and onsite support. His background includes oversight of call center operations, network operation centers, security operation centers, repair services, field service, and managed services. He has significant experience in public safety, telco, and enterprise markets. Mark has had a successful career leading international operations across all continents and is adept at managing both internal and outsourced models to achieve peak organizational performance.



Industry Experience
20 years

Education
B.S., California State
University

Certifications
QMS Certification (ITIL,
TL9000, ISO9000)

Representative Experience

State/Regional Experience

- Arizona—Assessment of current service and support of communication system, constructed disaster recovery plan for statewide microwave network
- Lubbock Emergency Communication District, TX—Network Assessment, Network Security Assessment
- Region 13 Southwest Pennsylvania Emergency Response Group—Network administration and lifecycle management services of ESInet

City/County Experience

- City of Mountain View, CA—Network Assessment, Network Security Assessment
- Shelby County 911 District, TN—Infrastructure inventory, lifecycle management support
- City of Richmond, VA—Network Assessment
- Wake County, NC—IT Staffing Study
- Lee County, FL—ESInet consulting
- Armstrong County, PA—Lifecycle management support
- Greene County, PA—Assessment of vendor support agreements and incident management
- York County, PA—Infrastructure inventory, network diagrams of systems and lifecycle management support

Additional Experience

- Provided consulting services specific to call center operations, managed services, network operation centers, security operation centers, depot repair, business transformation, and other areas of service delivery including:
 - Project Management
 - Provided capacity and resource planning
 - Designed and implemented "Ground Up" operation
- Director, Network Operations responsible for "Ground Up" design and onboarding of shared network operation center
 - Developed and managed operation budget, policy, and procedures
 - Implemented monitoring system
- Senior Director, Global Device and Board Repair operation
- Director, Call Center Operations
 - Directed operations, cost, and margin performance of call centers, network operation centers, security operation centers.
 - Provided services to public safety and enterprise markets, including federal government agencies, Department of Justice (DOJ)/Department of Homeland Security (DHS)/military branches, state governments, a large city, and municipal governments, and large retail, livery, and airline enterprise customers



MissionCriticalPartners

Christian “Cody” Reimers

Network Technician, Mission Critical Partners

Cody is a professional network technician with experience within the information technology and communications fields. He combines vast knowledge from the physical setup of networking and equipment to applications and routing network traffic, to providing simple and ideal networking experiences. Cody's expertise includes designing and installing well-functioning computer networks, connections and cabling. Performing troubleshooting to system failures and identify bottlenecks to ensure long term efficiency of network systems.



Representative Experience

Federal Experience

- Homeland Response Force (HRF) - The Army National Guard
 - Network Management Technician
 - Manage server equipment and end devices to include:
 - Routers, switches, firewalls, intrusion detection system, file servers
 - The entire Division HRF's laptops, printers, and accounts
 - Quarterly updates to all laptops, using Dynamic Host Configuration Protocol and Trivial File Transfer Protocol servers
 - Transferring equipment safely from stationed location to incident location(s) and initializing preparations for communications
 - Updating and maintaining equipment inventories and records.

State Experience

- New York
 - Structured Cabling Technician
 - Route cable per project specifications
 - Created pathways while avoiding any and all resistance
 - Work with twisted pair, coax, cat5, cat5e, cat6, cat6a and fiber
 - Staging racks for switches, routers, fiber housing, and patch panels
 - 25L Cable Systems Installer
 - Performed test on cable communications systems and circuit groups
 - Install and repair circuits and wiring
 - Help desk operations, submitting and resolving trouble tickets
 - Troubleshoot hardware and software issues
- Rhode Island
 - Fiber Customer Support Analyst
 - Responded to inquiries and trouble reports
 - Analyzing and isolating trouble conditions
 - Isolate and resolve problems with equipment

Industry Experience
5 years

Education
Cisco Certified Network Associate (CCNA) and CCNA Security, Brandman University

Certifications
Cable Systems Installer Maintainer 621-25L10

Cisco Certified Entry Networking Technician (CCENT)



MissionCriticalPartners

Michael Beagles

Senior Technology Specialist, Mission Critical Partners

Mike has specialized experience with supporting public safety agencies by providing technical expertise, strategic IT planning, and architecting both on-prem and shared systems for new and innovative mission critical technologies as well as legacy solutions. Throughout his long-standing career, he has worked as a technical service manager providing managed IT services to agencies, a network engineer for several public safety software companies, and as an IT manager with a mid-tier public safety 911/CAD/RMS/Mobile software provider. His expertise runs deep in services and project management for large and small projects.



Representative Experience

State/Regional Experience

- Minnesota—Project manager supporting DPS-ECN NG911 initiatives and ESInet implementation support.
- Minnesota—Project manager and technical support for DPS-ECN Statewide Text-to-911 rollout
- Pennsylvania Emergency Management Agency (PEMA)—Senior technical consultant and engineer on design and installation of \$2M Cisco network in new PEMA facility
- Region 13, Pennsylvania—Technical support for lifecycle managed services
- North Central Texas Council of Government (NCTCOG)—911 network strategic consulting and RFP support

City/County Experience

- Charleston County Consolidated Dispatch Center (CCDC) SC—Lead/participated in collaborative social media pilot with Penn State University and RapidSOS.
- Lubbock Emergency Communication District (LECD) TX—Project manager and technical support for procurement of 911 IPSR; Lead network engineer on 911 network assessment
- City of Cincinnati, OH—Network engineering and incident analysis support
- Cuyahoga County, OH—Project manager supporting county public safety initiatives.
- Hillsborough County, FL—Technical lead, PSAP technology assessment and migration to new public safety operations complex
- Shelby County, TN—911 network assessment and analysis
- Memphis, TN—PSAP network assessment and analysis; project manager for a network overhaul
- Medina, OH—Chief engineer for migration and installation of CAD, RMS, and Mobile Law products hosted in the cloud
- Washington Township, Dublin, OH—IT strategic planning, support services manager

Additional Experience

- EmergiTech IT Manager supporting 911, CAD, RMS, and Mobile applications for departments throughout Ohio, Kentucky, West Virginia, and Tennessee
- The chief technical architect for EmergiTech SaaS platform
- Assistant Terminal Agency Coordinator & LEADS Security Officer for Ohio Law Enforcement Automated Database System.
- Experienced with Criminal Justice Information Services (CJIS) and National Crime Information Center (NCIC) security requirements
- Design and Implementation of end-to-end mobile CAD solution
- Technical support for RFPs on CAD/RMS/911/Mobile system upgrades, and conversions from traditional to Software-as-a-Service (SaaS) models
- Managing and implementing local area network (LAN)/wide area network (WAN) environments with firewalls, routers, and various network equipment

Industry Experience

12 years

Education

C-TREC Technical School—
CCNA Boot Camp; Security+

Certifications

Cisco Certified Network
Associate (CCNA)

MCP/MCTS (Windows
Server Administration)

CompTia Security+



MissionCriticalPartners

David S. Jones

President of Lifecycle Management Services Division, Mission Critical Partners

President of Mission Critical Partners' Lifecycle Management Services Business, David is a global business executive with experience building high-performance organizations. He has achieved consistent results by instilling professionalism and establishing business process improvements and operational efficiency within global and domestic organizations. David's background includes operations and services leadership, strategic and tactical planning, vendor and client relationship management, marketing guidance, contract oversight and directing sales and business development teams. He has worked in the mission-critical communications industry for 35 years for leading firms such as Motorola Solutions, where he established, instituted and launched multiple services and electronic product businesses including biometrics, smartcard, managed services, and systems integration businesses with a focus on public safety.



Industry Experience
35 years

Education
MBA, Baldwin Wallace
College, Ohio

B.S., Civil Engineering,
Rose Hulman Institute of
Technology, Indiana

Certifications
6-Sigma and Digital 6 Sigma,
Motorola Inc.

Executive Management
Program, Kellogg School of
Business, Northwestern
University, Motorola, Inc.

Motorola Management
Institute (MMI), Motorola Inc.

Representative Experience

State/Regional Experience

- State of Maryland—Infrastructure Inventory and documentation and network security analysis
- Arizona—Assessment of service and support structure and processes for their communication network
- Minnesota—Firewall Security Service deployment, support, and guidance
- Region 13 Southwest Pennsylvania Emergency Response Group (SWPERG)—Network management, administration, maintenance support, and cybersecurity assessment services of the ESInet
- State of Missouri—Vendor management and maintenance agreement negotiations

City/County Experience

- The city of Baltimore – Vendor negotiation and maintenance review
- City of Richmond, VA—Public Safety IT network analysis and recommendations
- Milwaukee County, WI—PSAP relocation and vendor maintenance negotiations
- Shelby County 911 District, TN—Infrastructure inventory and network documentation
- Armstrong County, PA—ESInet monitoring and lifecycle support services
- Lee County, FL—ESInet Infrastructure monitoring, inventory, and network documentation

Additional Experience

- Responsible for the successful management and completion of hundreds of radio networks, CAD/RMS, antenna site and other public safety networks and facilities
- A key leader in instituting and launching a systems integration business, critical for the financial turnaround of the public safety business.
- Established, instituted and launched multiple managed service businesses with an initial focus on public safety
- Established services for networks, electronics and site management requirements
- Led start-up biometrics, software, and electronics security company, with an initial focus on international government and public safety solutions
- Aided in the restructuring of domestic and global service organizations; restructuring and optimizing global reverse logistics and aftermarket support and repair organizations; analyzing and planning key restructure efforts including outsourcing strategies
- Accountable for the overall P&L, budget and staff of a large services division of a Public Safety equipment manufacturer in North America, overseeing systems integration, field service, program management, field engineering, technical call centers, network operations center (NOC), the security operations center (SOC), reverse logistics repair facilities, sales and business development



MissionCriticalPartners

Project Pricing and Signature Page

Mission-Critical NetPulseSM Advanced with Premium On-Site Service

Albany County agrees to purchase network monitoring services as described in the above scope of work for a **total fee of \$63,200**, including expenses. MCP will invoice Albany County \$5,267 per month at the beginning of each month through year one of the services.

Table 1: Fee Schedule

Description of Service	Invoice Schedule	Fee Per Invoice	Fee Per Year
NetPulse Advance with Premium On-Site Service	Monthly	\$5,267	\$63,200
Year One Total			\$63,200

To aid in the success of this program an updated and detailed system review is recommended but is not included in the pricing of this proposal. This service can be added as an option if desired.

NetPulse Advanced with onsite services are billed monthly. The payment terms for services are net 30 days from date of invoice.

The costs presented in this proposal will remain valid for a period of 60 days.

Mission Critical Partners is prepared to move ahead with the scope of work upon notification to proceed by receipt of a purchase order or your signature below.

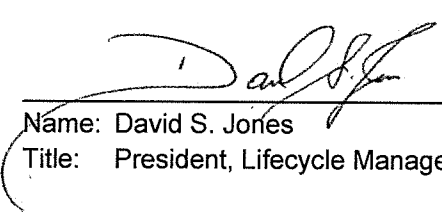
AGREED TO AND ACCEPTED:

Albany County Sheriff's Office, New York

Mission Critical Partners, LLC

Name: John Rizzo

Title: System Administrator


Name: David S. Jones

Title: President, Lifecycle Management Services Division

Date: _____

Date: December 6, 2019

Mission Critical Partners, LLC
Because the Mission Matters
690 Gray's Woods Blvd.
Port Matilda, PA 16870
Phone: 888-862-7911

Albany County NY Sherriff's Office
E911 Communication Center
Attn: John Rizzo, System Administrator
449 New Salem Road
Voorheesville, NY 12186

December 4, 2019
Project No: 19-241
Invoice No: 9725

Project	19-241	Albany County NY Sherriff's Office NetPulse Support
---------	--------	---

Phase	001	NetPulse Network Monitoring Services January 2020 through December 2020
-------	-----	---

12 months x \$5,267.00/month per Agreement	63,200.00
--	-----------

Total Due This Invoice	\$63,200.00
------------------------	-------------

Request for Contract Approval	
Request ID #	5217
Contract #	5317
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1450 - Board of Elections
Date submitted	1/22/20
Contact person	Bledi, Rachel
Contact Phone	518-487-5070
Vendor	KNOWiNK, LLC,
Estimated Amount	\$35,750
Estimated Term	1 year
Scope of Services	Electronic Poll Books are a necessary component of implementing the newly enacted election reforms in NYS. We acquired an additional 50 pollpads to meet the needs of our elections operations. Knowink provides the stand, carrying case and software for our electronic poll books.
Budget Line Item	AA1450
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Matthew J. Clyne (D)

32 NORTH RUSSELL ROAD
ALBANY, NEW YORK 12206-1324
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

DEPUTY COMMISSIONERS
Melissa Kermani (R)
Heidi Connors (D)

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Matthew J. Clyne, Board of Elections Commissioner

CC: Dave Reilly, Deputy Commissioner, Department of Management and Budget

RE: Electronic Poll Books

DATE: 01/22/2020

Please provide contract approval with Knowink for the purchase of 50 additional software licenses and storage/standing units for electronic pollbooks, part of our newly implemented voting system.

Knowink is listed under the state contract and is sole source.

KNOWiNK Quote and Terms				
Date: 1/18/2020				
KNOWiNK 2111 Olive Street Saint Louis, MO 63103				
Sales Contact: Trisha Bandstra Phone: (423) 432-1687 E-mail: trisha.bandstra@knowink.com				
Jurisdiction: Albany County, NY				
Contact: Rachel Bledi Phone: 518-487-5060 Email: rachel.bledi@albanycountyny.gov				
Poll Pad Subscription Purchase Quote and Terms: *Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:				
Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units <i>Includes: iStand, Stylus, Transport Case, MDM Enrollment, Live Syncing and Basic Poll Pad Manager</i>	50	\$155.00	\$7,750.00
2	1st Year Software License	50	\$560.00	\$28,000.00
Total Year (1) One Poll Pad Package Estimated Cost:				\$35,750.00
Annual Software License and Maintenance				
3	Year 2 Annual Software License, MDM & NY SVR Maintenance	50	\$100.00	\$5,000.00
4	Year 3 Annual Software License, MDM & NY SVR Maintenance	50	\$100.00	\$5,000.00
Optional Hardware/Software				
5	Onsite training - per day		\$2,500.00	
6	Train the Trainer - per day		\$2,500.00	
Terms of Subscription				
<i>Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.</i>				
_____ Signature (Customer) _____ Print Name & Title (Customer) _____ Date _____ Signature (KNOWiNK) _____ Print Name & Title (KNOWiNK) _____ Date				

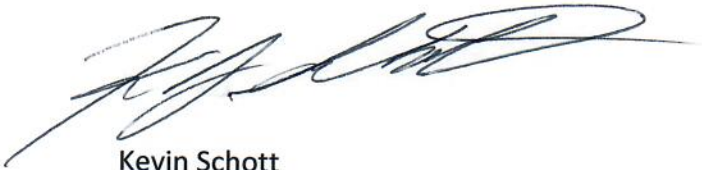
Rachel Bledi & Matthew Clyne
Albany County NY Elections
32 N Russell Rd # 1
Albany, NY 12206

September 4, 2019

Dear Ms. Bledi & Mr. Clyne:

This letter has been written to confirm that the KNOWiNK Poll Pad, Poll Print & annual software subscriptions are sole source products, and are only sold by KNOWiNK, LLC. Any Poll Pad, Poll Print and related software must be purchased directly from KNOWiNK, LLC. Only Poll Pad will connect and operate with the Poll Print system.

Regards,



Kevin Schott
CFO
KNOWiNK, LLC

Request for Contract Approval	
Request ID #	5232
Contract #	5332
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A4310 - Mental Health
Date submitted	1/27/20
Contact person	Gleason, Mark
Contact Phone	5184473014
Vendor	DePaula Ford LLC
Estimated Amount	\$68,915
Estimated Term	2/1/2020-4/30/2020
Scope of Services	To purchase a 2019 Ford Customized Van, NA 2019 T-250. RFB Number 2019-147. Funds for the purchase of the van to come from NYS Opioid grant. Van to be used by Albany County Department of Mental Health Staff to perform community outreach.
Budget Line Item	AA4310
Fiscal Impact	County 0.00%
	State 100.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



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

Daniel C. Lynch, Esq.
Deputy County Executive

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

Susan H. Daley
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Andrew Joyce

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

Date: January 27, 2020

Re: Contract Administration Request
Contract ID #5232

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

DePaula Ford	\$68,915	#5232
---------------------	-----------------	--------------

The contract request is for permission to purchase a 2019 Ford Customized van, NA 2019 T-250. The RFB Number is 2019-147. The funding to purchase the van is provided by a New York State OASAS Opioid grant. The Van will be used by Albany County Department of Mental Health Staff to perform community outreach.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Customized Van
Bid Number: 2019-147

Item Description:

Base Price

2019 Ford NA 2019 T-250
As described in detailed specifications

\$ 42040

Additional Aftermarket Components

Price Each

Grab Handle (1)

\$ 325

Swivel non reclining seats (3)

\$ 2300 Ea \$ 6900 Total for (3)

Flat Desk 3x2x1.5" (1)

\$ 875

Battery with Isolater (1)

\$ 725

Interior Headliner (1)

\$ 5400

Monitor, Power Converter, HDMI Cable

\$ 3150

Wheel Chair lift (1)

\$ 10900

Running Boards

\$ 1400

Bulkhead

\$ 1700

****Albany County reserves the right to add or delete the additional aftermarket components to the base price of the vehicle depending on budget availability****

Rust Proofing \$995
Undercoating

Total \$ - 73415.00
Rebates - 4500.00
\$ 68915.00

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

12/27/19
Date

Kathleen C
Signature

CFO
Title

DEBRA FORD LLC
Company Name

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

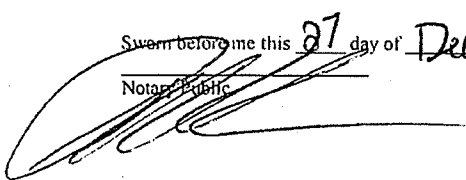
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge,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

Name of Business DEPAULA FORD LLC
Address 799 CENTRAL AVE
City, State, Zip ALBANY, NY 12206

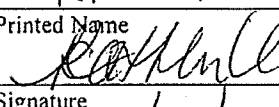
Signature of Owner 

Printed Name of Signatory KATHLEEN L. MCCAMY

Title CFO

Sworn before me this 27 day of Dec, 2019.
Notary Public 

ROBIN D. KRETZLER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01KR6036880
Qualified in Albany County
My Commission Expires February 14, 2022

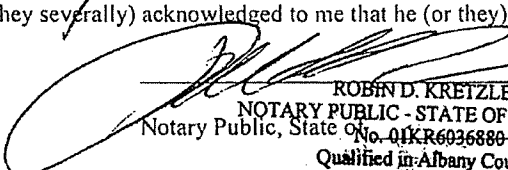
KATHLEEN L. MCCAMY
Printed Name

Signature
12/27/19
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF NY)
COUNTY OF _____) SS.:

On this 27th day of DECEMBER, 2009, before me personally appeared ~~Paul Archet~~ Rainee M. Archet 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.


ROBIN D. KRETZLER
NOTARY PUBLIC - STATE OF NEW YORK
Notary Public, State of NY No. 01KR6036880

Qualified in Albany County
My Commission Expires February 14, 2012

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME DEPAULA FORD LLC		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 799 CENTRAL AVE ALBANY NY 12204		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name: KATHLEEN MCCAMY Title: CFO Telephone Number: 518-484-5414 Fax Number: 518-489-5501 e-mail: KLMC12116@AOL.COM			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME: SUSAN K DePaula		TITLE: PRES	
b) NAME:		TITLE:	
c) 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 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 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 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.

12/27/19
Date


Signature

CFO

Title

DEPAULA FORD LLC
Company Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sandra Gabel
The Package Group	PHONE (A/C, No, Ext): (518) 289-4670
1425 Crescent Vischer Ferry Rd	FAX (A/C, No): (888) 592-0570
	E-MAIL ADDRESS: sgabel@thepkggroup.com
Clifton Park	INSURER(S) AFFORDING COVERAGE
NY 12065	INSURER A: Harco National Insurance Group
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL19122702843

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPP-0007427-01	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPP-0007427-01	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			BU-0007427-01	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$2,500 Liability Deductible applies.

CERTIFICATE HOLDER

CANCELLATION

County of Albany BID # 2019-147 112 State St Room 820 Albany NY 12207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 814291033
SAFETY GROUP 430 MANAGEMENT
SERVICES INC
37 ELK STREET PO BOX 7347
ALBANY NY 12224-0347



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER DEPAULA FORD LLC 799 CENTRAL AVENUE ALBANY NY 12206		CERTIFICATE HOLDER NYS OGS PROCUREMENT SERVICES 38TH FLOOR, CORNING TOWER ALBANY NY 12242	
POLICY NUMBER G2414 951-0	CERTIFICATE NUMBER 875226	POLICY PERIOD 12/31/2018 TO 12/31/2019	DATE 12/27/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2414 951-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 829520230

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

TITLE: Purchase of Customized Van RFB NUMBER: 2019-147

Receipt Confirmation Form

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

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 820
Albany, NY 12207

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

Company Name: De Paula Ford
Address: 799 Central AVE
City: Albany State: NY Zip Code: 12206
Contact Person: Paul Archer
Title: COMMERCIAL TRUCK MGR
Phone Number: 518-489-5414 Fax Number: 518-489-5501 E-Mail: PARCHER@DePaulaFord.com

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

☐ Yes / ☐ No

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

Fax Number: 518-489-5501 E-Mail: PARCHER@DepaulaFord.com

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Customized Van
Bid Number: 2019-147

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

12/31/19

2019-147

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- DEPAULA FORD - ATTN PAUL ARCHER
199 CENTRAL AVE
ALBANY NY 12206
- Phone: 518-489-5414 Fax: 518-489-5501
- E-mail: PARCHER@DEPAULAFORD.COM
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: Purchase of Customized Van
Bid Number: 2019-147

COMPANY:

DEPAULA FORD LLC

ADDRESS:

799 CENTRAL AVE

CITY, STATE, ZIP:

ALBANY NY 12206

TEL. NO.:

518-489-5414

FAX NO.:

518-489-5501

FEDERAL TAX ID NO.:

81-4291033

REPRESENTATIVE:

PAUL ARCHER

E-MAIL:

PARCHER@DEPAULAFORD.COM

SIGNATURE AND TITLE

 FLEET MGR

DATE

12/27/19

BF3

Request for Contract Approval	
Request ID #	5244
Contract #	5344
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1432 - Human Resources
Date submitted	1/27/20
Contact person	Clement, Jennifer
Contact Phone	518-447-5510
Vendor	PMA Management Corp
Estimated Amount	\$97,950
Estimated Term	3/1/2020 - 10/31/2020
Scope of Services	Third Party Administration Worker's Compensation to include medical bill review, claims handling, case management
Budget Line Item	CS1710
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

Albany County

Department of **HUMAN RESOURCES**

Daniel P. McCoy, Albany County Executive
Jennifer S. Clement, Commissioner

Memorandum

TO: Daniel P. McCoy, Albany County Executive
Bruce A. Hidley, Albany County Clerk
Andrew Joyce, Chairman, Albany County Legislature

FROM: Jennifer S. Clement

DATE: February 4, 2020

RE: CAB: PMA Management Corp. Contract

I respectfully request the emergency contract for Worker's Compensation Third-Party Administration Services, contract ID No. 5244.

The following is a breakdown for the Third Party Administration Services Agreement:

Bundled Services

- Claims Handling
- Annual Administration Fee

Unbundled Services

- Cost Containment fee, % savings PPO, complex bill review
- Medical Bill Review Fee each invoice
- Annual Administration Fee
- Data Conversion

Optional Services

- PMACinch, 3 users –yr. risk management information system
- Web Imaging (SI clients only) –yr.
- OSHA Log, per year – yr.
- Tele/On-Site Case Management –hr.

Risk Control Services –hr.

- PMAWebsource is included at no charge unlimited users
- 50 hours included at no additional charge each year use or lose

PMA Care 24/Call (optional)

Point of Sale Pharmacy Intervention / Call (optional)

Peer / Utilization Review / hr, (optional)

Effective Dates:

March 1, 2020 – October 1, 2020

Thank you in advance for your consideration.



TPA & Risk Services for Workers' Compensation

Presented to:

Albany County

Date: January 24, 2020

Effective Date: March 1, 2020-October 1, 2020*

PMA Management Corp. (PMAMC)
Charles Bolesh, Senior Account Executive
5789 Widewaters Parkway, DeWitt, NY 13214
(800) 329-6185 • (315) 445-6368 • Fax (315) 449-0170
Charles_Bolesh@pmagroup.com

25+
Years
TPA & Risk
Services
Expertise

98%
Avg. Client
Retention

15
National
Award
Winning
Clients

100+
Years
in Workers'
Compensation

95%
of Clients
Would
Recommend
PMA



OLD REPUBLIC INSURANCE GROUP

Pricing Proposal

PMA offers a complete and comprehensive claims management and risk services program.

Claims Handling Activities:

- Investigation
- Three-Point Contact
- Action Planning
- Claims Processing
- Compensability Decisions
- SIF Investigation
- Excess Reporting & Recovery
- Fraud Prevention / SIU Capabilities
- Account Management
- Quality Assurance Program Oversight
- Structured Settlements
- Pre-Settlement Advisories
- EDI with State as Required
- 1099 Reports
- Settlement Authority
- Resolution Negotiation
- Litigation Management
- Check Issuance
- Payment Registers
- Claim Review Meetings
- Stewardship Meeting
- Self-Insurance Re-Application Assistance
- First Report of Injury Filed with State Agency
- Customized Claim Handling Instructions
- Reserve Advisories
- Patriot Act Compliance
- Office of Federal Asset Control Compliance
- Claim Acknowledgements
- Direct Deposit of Indemnity Payments

PMA's Managed Care:

- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Early Intervention Nurse Assessment on Lost Time Claims
- PPO & Specialty Network Access
- PPO Radius Listing & Mapping to Locations
- Pharmaceutical Benefit Management
- Case Management

Safety/Loss Prevention Services:

- Webservice Access
- PMA Technical Bulletins
- PMA Monthly Web Events Training
- 300+ Safety Videos/DVD Library
- WC/Liability Performance Indicator Report
- Risk Management Assessment
- PMA Insights White Papers
- PMA Engineering & Safety Services

RMIS Services:

- Executive "Dashboard"
- Internet Claim reporting via Cinch
- Claim Number Notification
- Real Time Access to Claim Log Notes
- Client Diary System
- Loss Analysis Reports
- Managed Care Savings Reports
- Reserve Analysis Reports
- Email Claims Professional Capabilities
- "Schedule My Reports" Feature

Loss Adjustment Expenses:

- Independent Medical Exams
- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Case Management Expenses
- Utilization Review Expenses
- SIF / SITF Recovery
- PPO Network Access Fees
- Private Investigators
- Medicare Section 111 Reporting Fee
- Central Index Bureau /National Insurance Crime Bureau
- Legal Fees / Attorney Fees
- Records Reproduction Fees
- Medicare/Medicaid Conditional Payment Review

Client is responsible for the payment of all Loss Adjustment Expenses including, but not limited to, the above.



This presentation and the information set forth herein have been prepared by and is the property of PMA. You should not share, distribute, copy, republish, or reproduce any portion of this presentation without prior express written consent from PMA.

Pricing Option – Flat Annual – Life of Contract

PMA will provide comprehensive Life of Contract Third-Party Administration Services for all claims for the period 03/01/2020 to 10/1/2020 as follows.

<u>Year 1</u>	
Flat Fee (WC)	\$ 97,950
Bundled Services	
Claims Handling	Included
Annual Administration Fee	Included
Unbundled Services	
Cost Containment fee, % savings	27%
- PPO, complex bill review	
Medical Bill Review Fee	\$ 8.50(per bill)
- Each invoice	
Annual Administration Fee	Included
Data Conversion	Included
Optional Services	
- PMACinch, 3 users (\$500 each extra user) / yr (risk management information system)	Included
- Web Imaging (SI clients only) / yr \$500	
- OSHA Log, per year / yr \$500	
Tele/On-Site Case Management / hr	\$98
- No charge for Triage services of all lost time claims	
Risk Control Services / hr	\$135
- PMAWebsource is included at no charge (unlimited users)	
- 50 hours included at no additional charge each year "use or lose"	
PMA Care 24/Call (optional)	\$98
Point of Sale Pharmacy Intervention / Call (optional)	\$35
Peer / Utilization Review / hr (optional)	\$235

For Flat-Fee Pricing options, if any individual occurrence results in more than ten claimants then beginning with the 11th claim and for every claim thereafter, \$850 will be charged for each lost-time claim and \$125 for each medical-only claim.

This contract is for the period 3/1/2020 – 10/1/2020 for all new and existing claims.



This presentation and the information set forth herein have been prepared by and is the property of PMA. You should not share, distribute, copy, republish, or reproduce any portion of this presentation without prior express written consent from PMA.

PMA Funding Options

	Traditional Escrow	Direct Funding ACH Debit
<i>Required Escrow</i>	3 months of estimated claims payments and loss adjustment expenses	• <u>Zero</u>: Daily funding only • <u>Weekly funding</u>: Two weeks of estimated claims payments and loss adjustment expenses • <u>Monthly funding</u>: 45 days of estimated claims payments and loss adjustment expenses
<i>Source of Loss Funding</i>	Escrow account held by PMA	Client's checking account
<i>Monthly Billing</i>	Escrow replenishment and loss handling fees	Loss handling fees
<i>Required Banking Documentation</i>	None	Authorization to Access Account form

Traditional Escrow

This option is available to all large deductible and self-insured clients. With this option, the client will provide PMA with an escrow of three months of estimated paid losses and loss adjustment expenses. PMA will pay for the claims throughout the month with this account. At the end of the month, PMA will bill the client for losses and loss adjustment expenses paid along with the appropriate claims handling fees (if applicable). The client will also receive detailed loss reports showing all claims activity for the month and a cumulative claims summary report by policy/contract.

Direct Funding – ACH Debit

This option is available to all large deductible and self-insured clients. With this option, the client will receive a daily, weekly, or monthly electronic communication from Wells Fargo Bank with the total claim checks issued that day, week, or month. On the next business day, Wells Fargo will initiate an ACH transfer to deduct the previous days' (weeks'/months') claims from the client's bank account. Payment is deposited directly into a sub-account, which is unique to the client. At month-end, the client will receive an AMPS billing statement for the loss-handling fees. The client will also receive detailed claims reports showing all activity for the month and a cumulative claims summary report by policy/contract. Reimbursement by check or client-initiated wire transfer/ACH transfer is required for payment of all fees.

ACH Debit customers must fill out and sign the Authorization to Access Account form in duplicate and forward to the Credit/AMPS Department.

Direct Deposit

PMA offers eligible injured workers direct deposit of indemnity payments into their bank accounts.



This presentation and the information set forth herein have been prepared by and is the property of PMA. You should not share, distribute, copy, republish, or reproduce any portion of this presentation without prior express written consent from PMA.

PMA Companies eBilling Solution

Sign-up to access your invoices and statements on-line

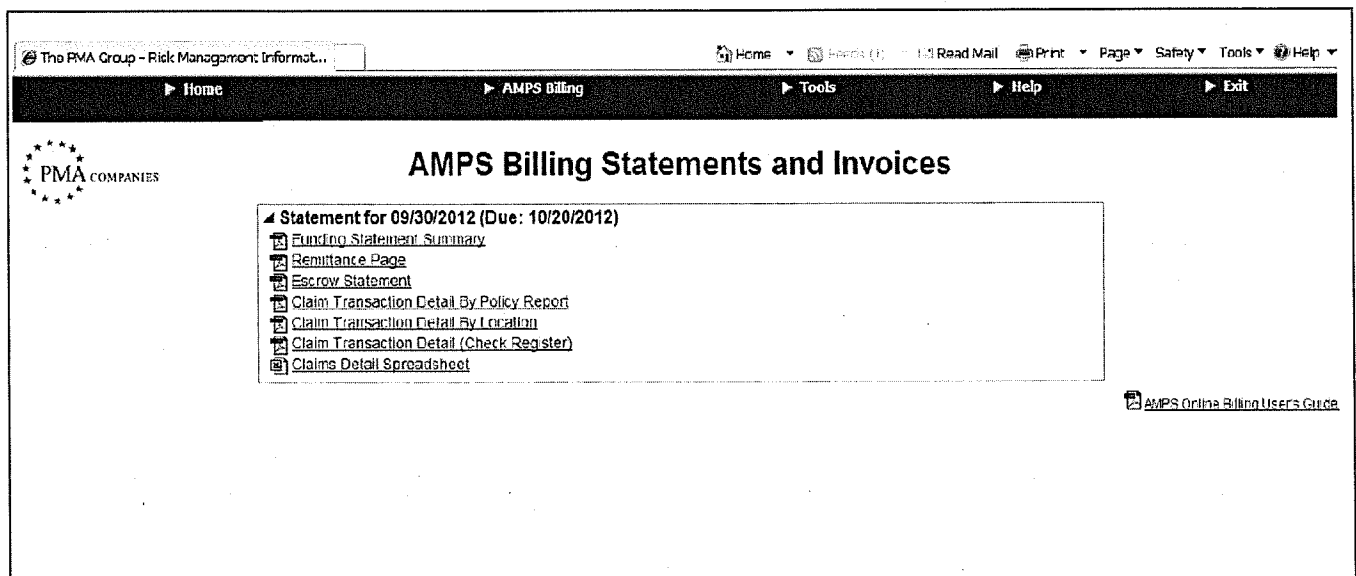
eBilling* is available to PMA clients for loss funding and service fees bills. With eBilling you can easily access and view your bills electronically through our secure internet site instead of receiving paper copies through the mail.

Consider the benefits of PMA eBilling...

- Easy access to your statements and invoices stored on-line, including previous billing information
- Invoices and statements received faster
- Automatic email notification when invoices and statements are generated
- Claims detail data in an Excel format, allowing you to format the data according to your needs
- Escrow balance, installment schedules, and pre-fund reconciliation reports, as applicable, available on-line

* Please note that PMA eBilling does not include electronic payment remittance.

An example of what you'll see in PMA's on-line bill summary page:



To sign-up for eBilling, simply send an email to AMPSFinancialSupport@pmagroup.com and a PMA Representative will respond to assist you.

**** Please allow up to two (2) billing cycles for activation ****



This presentation and the information set forth herein have been prepared by and is the property of PMA. You should not share, distribute, copy, republish, or reproduce any portion of this presentation without prior express written consent from PMA.

Request for Contract Approval	
Request ID #	5304
Contract #	5404
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A2960 - Service for Physically Handicapped Children
Date submitted	1/30/20
Contact person	McNelis, Scott
Contact Phone	7306
Vendor	James McGuinness & Associates
Estimated Amount	\$21,000
Estimated Term	04/01/2020-3/31/2021
Scope of Services	Training, Support and Consulting for a Preschool software program for the submission of payment claims for Related Services providers and to collect Medicaid reimbursements from NYSDOH
Budget Line Item	AA2960
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

GAIL GEOHAGEN-PRATT
COMMISSIONER

MOIRA E. MANNING
DEPUTY COMMISSIONER

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for James McGuinness & Associates

DATE: January 30, 2020

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2020 through March 31, 2021 for an amount not to exceed \$21,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a renewal of a contractual agreement with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2020 through March 31, 2021 for an amount not to exceed \$21,000.

The Department has been using this proprietary Software Program for over ten years. New York State utilizes this program and the Contractor is considered a fiscal agent for New York State. The Contractor trains our Preschool/Related Services Providers to utilize the program. The Software tracks children and services and does Cost reporting for the County.

The program shows what has been denied by NYSED so that we can correct errors and maximize reimbursements. It is also the mechanism for developing the AVL (Automated Voucher Listings) which are the documents utilized by municipalities to process claims for preschool evaluations and services for reimbursement from NYSED.

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need *and* there is only one vendor who can provide the good or service.

Department: CHILDREN, YOUTH AND FAMILIES

Contact Name: SCOTT MCNELIS

Phone #: 7306

Requisition #: CMS REQUEST # 3891

Describe in detail the products and/or services to be procured:

SOFTWARE UTILIZATION FOR MEDICAID REIMBURSEMENT FROM NEW YORK STATE'S
PRESCHOOL/RELATED SERVICES PROGRAM

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

THE COUNTY HAS BEEN USING THIS PROPRIETARY SOFTWARE PROGRAM FOR OVER TEN YEARS. NEW YORK STATE UTILIZES THE PROGRAM. THEY ARE CONSIDERED A FISCAL AGENT FOR NYS. THEY TRAIN OUR PROVIDERS (90+) TO UTILIZE THE PROGRAM. THE SOFTWARE DOES COST REPORTING FOR THE COUNTY. NO OTHER PROGRAM WOULD BE MORE COST BENEFICIAL AS FAR AS THE INITIAL IMPLEMENTATION THAT WOULD BE NECESSARY WITH A NEW/DIFFERENT PROGRAM. THERE HAVE BEEN NO OTHER RESPONDERS TO PRIOR RFP'S.

Vendor Name: JAMES MCGUINNESS & ASSOCIATES INC.

Vendor Address: 1482 ERIE BLVD SCHENECTADY NY 12305

Phone: 518-393-3635

Fax: _____

Product Needed by date: PRESENTLY UTILIZING

Estimated Total Dollars for this procurement: \$ 21,000.00

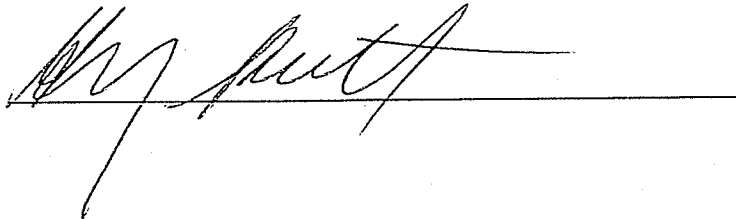
County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

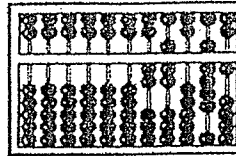
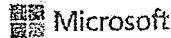
- ☒ The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- ☒ The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- ☐ Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- ☐ Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- ☐ Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- ☐ Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee: GAIL GEOHAGEN-PRATT

Signature: _____



Gold
Microsoft Partner



JAMES MCGUINNESS
& ASSOCIATES INC.
Consultants

1482 Erie Boulevard • Schenectady, New York 12305 • 518 393-3635

March 14, 2018

Scott McNelis, Contract Administrator
Albany County Department of Health Services

SUBJECT: Sole Source



- 1.) We are delighted with the continued use of our Preschool software package in Albany County.
- 2.) We are the sole developers of this proprietary software and we remain as its sole owners. We do not use resellers nor distribute our code to anyone.
- 3.) We are unaware of any competing software products. We are certain that your discussions with your peers in other counties confirm that there are no viable alternatives to our software.
- 4.) For this reason, forty (40) other New York Counties from the tip of Long Island (Suffolk County) to the Pennsylvania border (Erie County) have already implemented this. Some have been using it for more than 16 years..
- 5.) Attached is a map depicting the deployment of this sole source software across NY State.

James McGuinness, Chairman

James McGuinness, Chairman

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20 18

State of New York
County of Schenectady ss.:

On the 15th day of March, 2018, before me, the undersigned, personally appeared James McGuinness, 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.

Sherry A. Sikora
Notary Public - State of NY

**AGREEMENT BETWEEN THE
COUNTY OF ALBANY, NEW YORK
AND
JAMES MCGUINNESS & ASSOCIATES, INC.**

CONTRACT NO. 4711 for 2019

THIS AGREEMENT by and between the County of Albany, a municipal corporation, acting by and through its County Executive, on behalf of the Department for Children, Youth and Families, Division for Children with Special Needs, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter referred to as the "COUNTY") and James McGuinness & Associates, Inc., a New York corporation duly authorized to do business in the State of New York with a principal place of business located at 1482 Erie Boulevard, Schenectady, New York 12305 (hereinafter referred to as the "CONTRACTOR"). COUNTY and CONTRACTOR may each be referred to as the "Party" and together may be referred to as the "Parties."

WITNESSETH:

WHEREAS, the COUNTY, on behalf of its Department for Children, Youth and Families, Division for Children with Special Needs, requires a contract for support for third party insurance billing; and

WHEREAS, the CONTRACTOR has previously provided these services to the COUNTY, and is considered a sole source for support for said third party insurance billing; and

WHEREAS, the Contractor is able to provide the services required by the County, and is the only vendor that is currently qualified to perform this upgrade, and is thus a sole-source provider; and

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

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES DO HERETO AGREE AS FOLLOWS:

ARTICLE I - INTERPRETATION

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

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

ARTICLE II - SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

Pursuant to the terms of this AGREEMENT, the CONTRACTOR shall provide training, consulting and ongoing support for its licensed software and web based services, which shall be used for the data collection, tracking, reporting and management in connection with the COUNTY'S Preschool and Related services program. All services shall be provided in a manner that is consistent with the Public Health and Education Laws. The parties hereto specifically acknowledge and agree that all services shall continue to be provided under this AGREEMENT in a manner that is consistent with the terms of the CONTRACTOR'S Proposal.

If, during the Term hereof, the COUNTY desires to extend and/or purchase additional services from the CONTRACTOR, such expansion of this Agreement, if any, will be accomplished by a written amendment to this Agreement.

ARTICLE III. RESPONSIBILITIES OF THE COUNTY

The COUNTY shall be the liaison between the preschool program providers and the CONTRACTOR for the planning, scheduling and coordination of the training involved in order for the providers to utilize the web based aspect of the system, and to ensure the providers attendance to the scheduled trainings.

1. The COUNTY shall provide and maintain adequate space, equipment, supplies, and security for the provision of any services rendered on-site at the COUNTY.
2. Notwithstanding any provisions contained herein to the contrary, the COUNTY remains responsible for ensuring that services provided under this AGREEMENT comply with all pertinent provisions of Federal, State, and local statutes, rules, and regulations.

ARTICLE IV - FEES

- 4.1 In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONTRACTOR agrees to accept an amount not to exceed the fees indicated in Exhibit "A" attached hereto and made a part hereof, as full compensation for the services described under this Agreement.
- 4.2 Payment shall be made on a monthly basis, as per Exhibit "A", upon CONTRACTOR'S submission of an Albany County Claim Form submitted to the Director of the Division for Children with Special Needs, detailing services. Upon

acceptance of CONTRACTOR'S Claim Form, it shall be forwarded to the Albany County Clerk and payment rendered.

ARTICLE V - TERM AND TERMINATION OF AGREEMENT

The rights and obligations under this AGREEMENT shall commence on April 1, 2019 and terminate at the close of business on March 31, 2020. Provided, however, that either party shall have the right to terminate this AGREEMENT, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination of the AGREEMENT, the CONTRACTOR shall be entitled to payment for all services previously authorized and performed.

ARTICLE VI - RELATIONSHIP

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

ARTICLE VII - INDEMNIFICATION

- 7.1 The CONTRACTOR and the COUNTY shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party, including its agents, servants or employees.
- 7.2 The Party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of the receipt of notice of the commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party and after notice from the indemnifying party to the indemnified party of its election to assume the defense thereof. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.

ARTICLE VIII - INSURANCE

- 8.1 The CONTRACTOR shall 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 set forth in Schedule "A" attached hereto and made a part hereof. Before commencing work, the CONTRACTOR shall furnish to the COUNTY a certificate(s) showing that the requirements of this article have been met, and the certificate(s) shall

Exhibit "A"
Fees

JAMES MCGUINNESS & ASSOCIATES, INC.	RATE:	ANNUAL CONTRACT:
Training, consulting and ongoing support for software and web based data management and claiming services	\$1,750 per month	\$21,000.00

Request for Contract Approval	
Request ID #	5305
Contract #	5405
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A6119 - Children, Youth and Families
Date submitted	1/30/20
Contact person	McNelis, Scott
Contact Phone	7306
Vendor	St. Anne Institute
Estimated Amount	\$30,000
Estimated Term	04/01/2020-3/31/2021
Scope of Services	Provision of Specialized Independent Living Skill Services as per the Chafee Act for 15-20 slots at a monthly cost of \$2500 and a total contract not to exceed \$30,000.
Budget Line Item	AA6119
Fiscal Impact	County 8.00%
	State 12.00%
	Federal 80.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

GAIL GEOHAGEN-PRATT
COMMISSIONER

MOIRA E. MANNING
DEPUTY COMMISSIONER

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for St. Anne Institute for the Provision of Specialized
Independent Living Skills Services as per the Chafee Act

DATE: January 30, 2020

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The terms of the contract are April 1, 2020 through March 31, 2021 for an amount not to exceed \$30,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with St. Anne Institute, Inc. for the Provision of Specialized Independent Living Skills Services as per the Chafee Act.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual agreement with St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The requested contract term will be April 1, 2020 – March 31, 2021 in the amount not to exceed \$30,000.

The Department issued a Request for Proposals for Specialized Independent Living Skills Services as per the Chafee Act. *RFP-2019-137* on December 5, 2019. There was only one proposer who responded to this RFP— St. Anne Institute (SAI). SAI will provide Specialized Independent Living Skill Services as per the Chafee Act to serve 12-15 youths at a monthly cost of \$2500 and a total contract not to exceed \$30,000.

Research shows that children aging out of the foster care system are at increased risk of poverty, homelessness, addiction and incarceration in the adult system. Furthermore, these youth more often than not are left to fend on their own, attempting to locate affordable housing, find employment and navigate through the complex maze of the local social services system.

In recognition of the need to do a better job in creating a supportive bridge to adulthood, the Chafee Act was passed into law by the federal government in 1999. The primary goal of the Chafee Act is to help former foster children between the ages of 18 and 21 years of age to continue their education, obtain employment skills, and continue the development and utilization of necessary life skills to successfully transition to self-sufficiency. Chafee legislation mandates that local districts maintain “supervision” of these youth until their 21st birthday. Supervision includes maintaining caseworker contacts and linking the youth to appropriate resources.

SAI is required to participate in each youth transitional plan meeting at age 17 years 6 months and maintain at least bi-monthly face-to-face contact with the youth until discharge, unless otherwise approved by THE DEPARTMENT’S case managers’ supervisor.

SAI will provide:

- An individualized case management model for the population of youth identified (18-21) with an emphasis on capacity to assist youth in securing stabilized housing, health insurance, medical care, educational/vocational/employment linkages, mental health supports, substance abuse services as necessary in order to maintain successful self-sufficiency;
- a comprehensive menu of service options which include individualized meetings;
- emergency supports available to the youth 24 hours a day, 7 days per week

Service Area Goals:

- 90% of youth will be engaged face to face prior to and/or on the day of discharge from foster care
- 90% of youth will be successfully engaged in an educational/vocational/employment program within one month of discharge
- 90% of youth will be able to identify two (2) natural supports in the community who can be used in times of a crisis and when after care services end
- 90% of youth will have stable and safe housing within one month of discharge
- 90% of youth will maintain stable and safe housing for at least six consecutive months



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Gail Geohagen-Pratt, Commissioner
Children, Youth and Families

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: January 27, 2020

RE: RFP-2019-137, Specialized Independent Living Skills Services per the Chafee Act.

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Saint Anne's Institute in the amount of \$30,000.

As Saint Anne's Institute meets the RFP requirements and is the sole proposer, I have no objection to the selection of Saint Anne's Institute for an award.

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

Request for Contract Approval	
Request ID #	5302
Contract #	5402
Contract Type	B) CAB Contracts
Contract Action	B) Amendment
Contract Action Type	
Department	D5110 - Maintenance Roads Buildings
Date submitted	1/29/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Greenman-Pedersen Inc.
Estimated Amount	\$15,026
Estimated Term	9/28/2019-11/22/2019
Scope of Services	Amendment to Original Contract \$73,000; supplemental request additional \$15026 for Construction Inspection Services. Bond HHT35197
Budget Line Item	N/A
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

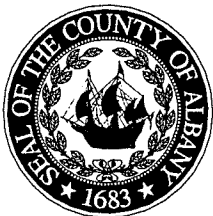
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: January 29, 2020

Re: Contract Supplemental Request
Engineering Design & Construction Inspection
CR6 Emergency Culvert Replacement Project
Town of Berne

The Public Works Department respectfully requests approval for a supplemental for additional construction inspection services for the subject project.

The original contract is with Greenman-Pedersen Inc. for a total of \$73,000.00. This assumed a 9 week construction period at a cost of \$36,000.00. The project took longer than expected due to driving of the piles, rebar installation and substructure placement exceeding assumed duration. Also, there were a few days where weather shut down the operation. Therefore we are requesting a supplemental to the original contract in the amount of \$15,025.69 for a new total contract amount of \$88,025.69.

We have reviewed this request and feel that it is justified.

The project has been successfully completed and this is the final bill for the consultants work.

We have included copies of correspondence. If there are any questions or further information is needed, please feel free to contact my office.

Anslow, William

From: John Simkulet <jsimkulet@gpinet.com>
Sent: Wednesday, November 20, 2019 9:33 AM
To: Anslow, William
Subject: CR 6 CI Supplemental
Attachments: fee estimate cr6 CI supplemental.pdf

Hi Bill ,

Attached is the actual billings for the CR 6 Construction Inspection. I closed out our billings on Friday November 8, 2019. The original estimate was \$36,000.00 for the Inspection and \$8,000.00 for the Testing. Inspection came to \$53,396.69 and Testing was \$5,629.00 for a total of \$59,025.69. The supplemental request is for \$15,025.69. Let me know if you need any additional backup information.

Thanks,
John

John Simkulet, P.E.
Vice President / Director of Bridge Engineering

80 Wolf Road, Suite 300, Albany, NY 12205
d +1 (518) 898-9544 | c +1 (518) 331-1768
jsimkulet@gpinet.com | www.gpinet.com



GPI

Engineering | Design | Planning | Construction Management

An Equal Opportunity Employer

This communication and any attachments are intended only for the use of the individual or entity named as the addressee. It may contain information which is privileged and/or confidential under applicable law. If you are not the intended recipient or such recipient's employee or agent, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited and to notify the sender immediately.



Engineering | Design | Planning | Construction Management

GPI/Greenman-Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, New York 12205
518.453.9431 | gpinet.com

CONSULTANT FEE ESTIMATE WORKSHEET

Project No. _____

Design & Construction Inspection Services for CR6 Emergency Culvert Replacement, Albany County, NY	Task Supplemental for Inspection Services for the culvert replacement.	Date: 11/14/2019 Phase: Fee Proposal Agency: Albany County Contact: Bill Anslow Prepared By: John Simkulet, PE
--	---	--

Breakdown of Tasks

Note: The following quote is being provided in good faith from the available project information provided.

Task Description	Employee Hours per Task									Total Hours
	Employee Title	Project Director	Project Manager	Sr. Engineer	Engineer	Jr. Engineer	Cadd	NICET IV Inspector Standard Rate	Construction Supervisor	
4.2 In-depth Field Inspection										0.00
4.3 Survey and Base Mapping										0.00
4.4 Soil Borings										0.00
4.5 Soil Laboratory Testing										0.00
4.6 Field Inspection by Geologist										0.00
4.7-4.9 Evaluate Borings and Prepare Soils R										0.00
4.10 Size Waterway Opening										0.00
4.12 Prepare Plans and Cost Estimate										0.00
4.13 Prepare Plans, Specifications and Bid D										0.00
4.14 Prepare Final Cost Estimates										0.00
4.15 Meet with County										0.00
4.18 Obtain Permits										0.00
4.19 Provide Contract Administration										0.00
4.20 Perform Construction Inspection		2.00				5.50		601.50	14.00	623.00
Subtotal Employee Hours	2.00	0.00	0.00	0.00	0.00	5.50	0.00	601.50	14.00	623.00
x Hourly Rate	\$85.50	\$42.00	\$55.00	\$42.00	\$35.00	\$30.00	\$37.00	\$57.50		
Total Direct Cost Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Cost Const. Inspection	\$171.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.50	\$0.00	\$22,255.50	\$805.00	\$23,424.00
x Design Multiplier										2.50
x Construction Inspection Multiplier										2.20
Total Personnel Days Design	0									\$0.00
Total Personnel Days Const. Insp.	77.875									\$51,532.80
Total Consultant Labor Const. Inspection										\$51,532.80

Reimbursable Expenses: (when required)

	No.	Contract Rate	
Mileage: Estimate miles at Contract rate (over 35 miles one way).	0	miles @ \$0.50	\$0.00
Lodging: At Contract per diem rates for the location of the facility.	0	night(s) @ \$200.00	\$0.00
Meals: At Contract per diem rates for the location of the facility.	0	overnight(s) @ \$50.00	\$0.00
Other Allowable Expenses: Identify expenses below.			
A. Project related expenses, mail, reproductions.			\$0.00
B. Survey and Mapping (Advance Engineering & Survey)			\$0.00
C. Soil Borings (SJB)			\$0.00
D. Premium Rate			\$1,863.89
E. Construction Material Testing (Atlantic Testing Laboratories - WBE)			\$5,629.00
Total Reimbursable Expenses			\$7,492.89
Lump Sum Fee			\$59,025.69

Request for Contract Approval	
Request ID #	5221
Contract #	5321
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	ST) State Contracts
Department	D5110 - Maintenance Roads Buildings
Date submitted	1/27/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-255
Vendor	Clark Equipment Co. dba Bobcat Company
Estimated Amount	\$75,846
Estimated Term	90 Days (3/1/20-5/31/2020)
Scope of Services	The purchase of one T76 T4 Bobcat Compact Track Loader from NYS Contract PC67141 Award PGB22792; Bond HHT55197
Budget Line Item	N/A
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner 

Date: January 24, 2020

Re: Contract Request
For the Purchase of a Bobcat Compact Loader

The Public Works Department respectfully requests approval to purchase one (1) Bobcat Compact Track Loader from Clark Equipment Company. This vendor has been selected from the NYS Contract PC67141 Award #PGB22792. The total purchase price will be \$75,846.00 and Bond HHT55197 (Res. 547 12/5/16) will be used. Upon receipt of a purchase order, the vendor has 90 days to deliver this piece of equipment.

We have included all supporting documentation. If there are any questions or further information is needed, please feel free to contact my office.



Bobcat

Product Quotation

Quotation Number: HMM-19697

Date: 2020-01-21 08:40:35

Customer Name/Address:	Bobcat Delivering Dealer	ORDER PLACED WITH: Contract Holder/Manufacturer
ALBANY COUNTY / DPW Attn: TIMES UNION CENTER 51 S PEARL ST ALBANY, NY 12207	Robert H. Finke & Sons Inc, Selkirk, NY 1569 ROUTE 9-W SELKIRK NY 12158 Phone: (518) 767-9331 Fax: (518) 767-2446	Clark Equipment Co dba Bobcat Company PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader 74.0 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joystic Controls Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Engine Temperature and Fuel Gauges, Hourmeter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Lift Arm Support	M0371	1	\$47,156.20	\$47,156.20
Lift Path: Vertical Lights, Front and Rear LED Operator Cab - Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt - Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 - Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first				
P69 Performance Package "Power Bob-Tach 7-Pin Attachment Control High Flow Two-Speed	M0371-P06-P69	1	\$5,625.20	\$5,625.20
Dual Direction Bucket Positioning Automatic Ride Control Reversing Fan"				
C52 Comfort Package Standard Enclosed Cab with AC/Heat Sound Reduction	M0371-P07-C52	1	\$3,609.90	\$3,609.90
Radio Ready HVAC Headliner Adjustable Suspension Seat Premium LED Lights				
80" Severe Duty Bucket	7326129	1	\$1,232.72	\$1,232.72
WS24 Wheel Saw	6729566	1	\$13,761.32	\$13,761.32
--- 6" Wheel For WS24	6729573	1	\$3,357.68	\$3,357.68
--- 6" Trench Cleaner For WS24	6729577	1	\$1,102.76	\$1,102.76

Total of Items Quoted	\$75,845.78
Dealer Assembly Charges	\$0.00
Quote Total - US dollars	\$75,845.78

Notes:

***Prices per the New York Contract #PC67141, Award #PGB22792.**

Contract Period: 09-08-2015 to 05-18-2020

***Terms Net 30 Days. Credit cards accepted.**

*** FOB Destination within the 48 Contiguous States.**

***Delivery: 60 to 90 days or less from ARO.**

***State Sales Taxes apply.**

***TID# 38-0425350**

Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E Beaton Drive, West Fargo, ND 58078.

Prices and specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: December 24, 2019

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68956	Cives Corporation DBA Viking Cives (USA) 1431 Mill Street Harrisville, NY 13648 Federal ID 160955800 NYS Vendor ID 1000007605	Contract Period: 12/24/2019 to 10/29/2022 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67141	Clark Equipment Company DBA Bobcat Company and Doosan Infracore Construction Equipment America 250 East Beaton Drive West Fargo, ND 58078 Federal ID 380425350 NYS Vendor ID 1000009236	Contract Period: 09/09/2015 to 05/19/2020 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67087	CNH Industrial America, LLC 700 State Street Racine, WI 53404 (Agriculture) Federal ID 760433811 NYS Vendor ID 1100123548	Contract Period: 11/12/2015 to 03/17/2020 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67265	CNH Industrial America, LLC 700 State Street Racine, WI 53404 (Construction) Federal ID 760433811 NYS Vendor ID 1100123548	Contract Period: 11/12/2015 to 05/19/2020 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

Group 40625 – Award PGB-22792, Heavy Equipment

Clark Equipment Company Contractor and Pricing Information

June 28, 2019

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC67141 NJPA Contract: 042815-CEC and 052015-CEC	Clark Equipment Company DBA Bobcat Company and Doosan Infracore Construction Equipment 250 East Beaton Drive West Fargo, ND 58078	Name: Randy Fuss Government Accounts Manager Bobcat Company and Doosan Infracore Construction Phone: (701) 241-8746 Fax: (701) 241-8760 Email: randy.fuss@doosan.com	Federal ID 38-0425350 NYS Vendor ID 1000009236
Business Hours: Monday – Friday 7:30am to 4:30pm. Closed Saturday & Sunday.			

Additional Contacts

Expedited Orders: Name: Heather Messmer Government Sales Support Mgr. Phone: (701) 241-8719 or Toll Free (800) 965-4232 opt #2 Fax: (701) 241-8760 Email: heather.messmer@doosan.com	Emergencies After Business Hours: Name: Randy Fuss Government Accounts Manager Phone: (701) 371-4263 Fax: (701) 241-8760 Email: randy.fuss@doosan.com
---	---

Sales Contacts for Bobcat and Doosan Product Lines

Name: Jesse Rheault Bobcat Company Phone: (701) 241-8759 jesse.rheault@doosan.com	Name: David Dixon Doosan Heavy Equipment Phone: (678) 714-6660 david.dixon@doosan.com	Name: Kristie Willett Doosan Portable Power Phone: (704) 883-3772 kristie.willett@doosan.com	Name: Mark Shaw Doosan Industrial Vehicle Forklifts Phone: (770) 831-3449 mark.shaw@doosan.com
---	---	--	--

Contract Pricelist and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list

Bobcat Discount from List:

30% Skid Steer Loaders, Compact Track Loaders
 24% All Wheel Steer Loaders
 15% Mini Track Loader
 15% Toolcat Utility Workmachine
 16% Utility Vehicles
 24% VersaHandlers
 30% Excavators
 30% E63/E85 Excavators
 24% All Attachments

Doosan Heavy Equipment Discount from List:

13% Wheel Loaders
 13% Excavators
 13% Wheeled Excavators
 13% Articulated Dump Trucks

Doosan Portable Power Discount from List:

36% Compressors
 36% Generators
 36% Light Compaction
 36% Lighting Systems

Doosan Industrial Vehicle Forklifts Discount from List:

53% Forklifts
 53% Reach/Lift Trucks
 53% Pallet Jacks

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$15,000	Yes. No additional discount.
Does Contractor offer Prompt Payment Discounts?	No.

Note: Clark Equipment Company is the contractor and has authorized the resellers listed below to ship orders. Purchase orders should reference the NYS contract number and be issued directly to Clark Equipment Company at the address above. Clark Equipment Company will continue to assume full responsibility for all the terms and conditions of the contract.

Authorized Resellers (Delivery Only)

Contractors	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

[illegible]

Reseller Name and Address	Reseller Contact Information
BOBCAT COMPANY	
Bobcat of Buffalo Lockport, NY	Phone: (716) 625-6092 Fax: (716) 625-8302 Email: buffalobobcat@aol.com
John Stokowski & Sons, Inc. Middle Granville, NY	Phone: (518) 642-1610 Fax: (518) 642-3571 Email: meangreen1@albany.twcbc.com
Kelly's Garage Perry, NY	Phone: (585) 237-2504 Fax: (585) 237-3380 Email: info@kellysgarageus.com
LeBerge & Curtis, Inc. Canton, NY	Phone: (315) 386-8568 Fax: (315) 386-5285 Email: mail@lebergeandcurtis.com
Robert H. Finke & Sons Inc. Selkirk, NY	Phone: (518) 767-9331 Fax: (518) 767-2446 Email: rstanton@finkeequipment.com
Bobcat of Gloversville Johnstown, NY	Phone: (518) 762-8201 Fax: (518) 762-6971 Email: tylerputman29@yahoo.com
Summit Handling Systems Inc. Walden, NY	Phone: (845) 569-8195 Fax: (845) 522-8173 Email: jdangelo@summithandling.com
Souther Tier Trailer Sales, Inc. Jamestown, NY	Phone: (716) 985-4600 Fax: (716) 985-4740 Email: southerntier@madbbs.com
Bobcat of Long Island / Medford Medford, NY	Phone: (631) 447-2228 Fax: (631) 205-5905 Email: robs@bobcatzone.com
Bobcat of New York City Maspeth, NY	Phone: (718) 366-7930 Fax: (718) 366-8501 Email: robs@bobcatzone.com
Bobcat of Central New York East Syracuse, NY	Phone: (315) 437-2829 Fax: (315) 437-5160 Email: Bobcat@thompsonandjohnson.com
W and B Golf Carts, Inc Hudson, NY	Phone: (518) 851-2266 Fax: (518) 851-2268 Email: spatzwahl@mhccable.com

RESOLUTION NO. 547

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 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 \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 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 \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 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 \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. 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 7. 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 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 8. 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 9. 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 10. 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 project and memoranda 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 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(4), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(b) Based upon an examination of the project and memoranda 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 2 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda 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)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. 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 13. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.

Those opposed – 0.

Resolution was adopted 12/5/16.

Request for Contract Approval	
Request ID #	5222
Contract #	5322
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	ST) State Contracts
Department	D5110 - Maintenance Roads Buildings
Date submitted	1/27/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	CNH Industrial America, LLC
Estimated Amount	\$93,299
Estimated Term	90 Days (3/1/2020-5/31/2020)
Scope of Services	The purchase of one Case 650M Crawler Dozer w/90" blade from NYS Contract PC67265 Award 22792; Bond HHT55197
Budget Line Item	N/A
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: January 24, 2020

Re: Contract Request
For the Purchase of a Case 650M Dozer

The Public Works Department respectfully requests approval to purchase one (1) Case 650M Dozer from CNH Industrial America, LLC. This vendor has been selected from the NYS Contract PC67265 Award #22792. The total purchase price will be \$93,299.00 and Bond HHT55197 (Res. 547 12/5/16) will be used. Upon receipt of a purchase order, the vendor has 90 days to deliver this piece of equipment.

We have included all supporting documentation. If there are any questions or further information is needed, please feel free to contact my office.



Albany	
423 Old Loudon Rd	
Latham, NY 12110	
Phone:	(518) 785-8013
Fax:	(518) 783-9544



Customer

Name:	ALBANY COUNTY		SCOTT	
Address:	449 NEW SALEM RD			
City:	VOORHEESVILLE	State	NY	Zip
Phone:	518-655-2055			

Account Representative

Name:	Josh Clark
Email:	jclark@monroetractor.com
Mobile:	(518) 365-3174
Date:	1/13/2020

Make	Model	Approximate Year	Serial	Stock Number	New/Used	Hours	
CASE	650M		NKC100729	H026729	NEW		
Features					List Price	Qty	Key Customer Price
2019 CASE 650M CRAWLER DOZER POWER ANGLE TILT BLADE LONG TRACK VERSION REAR TOW HOOK 16" SEALED AND LUBRICATED TRACK CHAIN 90" DOZER BLADE ENCLOSED CAB WITH HEAT & A/C GRID HEATER AIR CLEANER WITH CAP STD 3 SPOOL VALVE RADIO OPTIONAL LIGHTS W/O SWEEPS					\$134,015	1	93,299.00
Other Attachments					Price per unit	Qty.	Quoted Price
					\$0.00	1	\$0.00
					\$0.00	1	\$0.00
					\$0.00	1	\$0.00
					\$0.00	1	\$0.00
					\$0.00	1	\$0.00
					\$0.00	1	\$0.00
					\$0.00	1	\$0.00
					These items are included in Base unit above		

Trades

Make	Model	Serial	Trade Value
			\$0
			\$0
			\$0

Subtotal \$93,299.00

Cash Down \$0.00

Trades \$0.00

Total Due \$93,299.00

Comments

ALL DISCOUNTS HAVE BEEN APPLIED TO THE PURCHASE PRICE
MACHINE BEING SOLD OFF NYS OGS CONTRACT PC67265

If Qualified		Approximate Financed w/tax	Approximate Payment
Rate	Term		
5.50%	N/A	\$0	\$93,299
5.50%	N/A	\$0	\$93,299
5.50%	N/A	\$0	\$93,299

Acceptance

Customer Signature	Date
--------------------	------

QUOTED PRICES FIRM FOR 10 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY & SALES TAX.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: December 24, 2019

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 Contract Period *See Below For Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC68956	Cives Corporation DBA Viking Cives (USA) 1431 Mill Street Harrisville, NY 13648 Federal ID 160955800 NYS Vendor ID 1000007605	Contract Period: 12/24/2019 to 10/29/2022	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67141	Clark Equipment Company DBA Bobcat Company and Doosan Infracore Construction Equipment America 250 East Beaton Drive West Fargo, ND 58078 Federal ID 380425350 NYS Vendor ID 1000009236	Contract Period: 09/09/2015 to 05/19/2020	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67087	CNH Industrial America, LLC 700 State Street Racine, WI 53404 (Agriculture) Federal ID 760433811 NYS Vendor ID 1100123548	Contract Period: 11/12/2015 to 03/17/2020	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67265	CNH Industrial America, LLC 700 State Street Racine, WI 53404 (Construction) Federal ID 760433811 NYS Vendor ID 1100123548	Contract Period: 11/12/2015 to 05/19/2020	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

Purchase orders for Case Construction dealers listed below should include the "Dir Code".

Case Construction Authorized NYS Dealers									
DEALER NAME	CITY	ST	ZIP	PHONE	FAX	Dealer Contact	FEIN#	NYS Vendor ID#	Small Business (SB)
Hoffman Equipment	Medford	NY	11763	(631) 207-2900	(631) 207-2918	Dennis Brophy	222176843	1000008736	yes
Hoffman Equipment	Bronx	NY	10462	(718) 822-1180	(718) 822-1183	Dennis Brophy	222176843	1000008736	yes
Hoffman Equipment	Marlboro	NY	12542	(845) 236-3000	(845) 236-3154	Mike Anderson	222176843	1000008736	yes
Monroe Tractor & Impl.	Henrietta	NY	14467	(585) 334-3867	(585) 334-0001	John Dancy	16-0850083	1000007551	yes
Monroe Tractor & Impl.	Buffalo	NY	14225	(716) 681-7100	(716) 681-7741	Mike Masterangelo	16-0850083	1000007551	yes
Monroe Tractor & Impl.	North Syracuse	NY	13212	(315) 452-0000	(315) 452-9624	Mark Winooski	16-0850083	1000007551	yes
Monroe Tractor & Impl.	Horseheads	NY	14845	(607) 739-8741	(607) 739-8747	Chuck Miller	16-0850083	1000007551	yes
Monroe Tractor & Impl.	Binghamton	NY	13904	(607) 754-6570	(607) 625-5553	Jeremy Palmer	16-0850083	1000007551	yes
Monroe Tractor & Impl.	Latham	NY	12110	(518) 785-8013	(518) 783-9544	Josh Clark	16-0850083	1000007551	yes
Beauregard Equipment	Colchester	VT	5446	802-893-1555	(802)-893-1929	Jesse Scott	01-0461781	1407057290	yes

Group 40625– Award 22792, Heavy Equipment

CNH Industrial America, LLC (Construction)

Contractor and Pricing Information

May 10, 2019

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC67265 NJPA Contract: 032515-CNH	CNH Industrial America, LLC 700 State Street Racine, WI 53402	Case Construction Name: Tony Simpson Manager Government Sales Toll Free Number: 262-636-6576 Fax: Not Applicable Email: tony.simpson@casece.com New Holland Construction Name: Amy Swett Manager Government Sales Toll Free Phone: (877) 269-0114 Phone: (717) 355-1686 Fax: (866) 640-1420 Email: amy.swett@newholland.com	Federal ID 76-0433811 NYS Vendor ID 1100123548
Business Hours: M-F 8AM –5PM, Eastern			

Contract Pricelist and Discounts

NOTE: Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list. Discounts and authorized dealers follow on the ensuing pages.



See www.casece.com for product information

NJPA PRICE LIST DISCOUNTS--Contract 032515 Valid until 06/30/2019

Revised 03/07/18

FOR USA MARKET ONLY

USA
NJPA
MEMBER
DISCOUNT
OFF
LIST PRICE

PRODUCT / MODEL	PRICE LIST	LIST PRICE
TRACTOR LOADER		
570N EP	Current Price book	28%
TRACTOR LOADER BACKHOE		
580N 2WD	Current Price book	37%
580N 4WD	Current Price book	37%
580SN 2WD	Current Price book	37%
580SN 4WD	Current Price book	37%
580N EP 2 WD	Current Price book	37%
580N EP 4 WD	Current Price book	37%
580SN WT	Current Price book	37%
590SN 2WD	Current Price book	37%
590SN 4WD	Current Price book	37%
FORKLIFT		
580H 2WD	Current Price book	30%
580H 4WD	Current Price book	30%
CRAWLER DOZER		
650M	Current Price book	26%
750M	Current Price book	37%
850M	Current Price book	37%
1150M	Current Price book	31%
1650M	Current Price book	37%
2050M	Current Price book	31%
COMPACT WHEEL LOADER		
21F	Current Price book	26%
121F	Current Price book	31%
221F	Current Price book	31%
321F	Current Price book	31%

Freight FOB North America plant or import distribution location

RESOLUTION NO. 547

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 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 \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 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 \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 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 \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. 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 7. 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 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 8. 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 9. 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 10. 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 project and memoranda 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 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(4), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(b) Based upon an examination of the project and memoranda 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 2 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda 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)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. 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 13. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.

Those opposed – 0.

Resolution was adopted 12/5/16.

Request for Contract Approval	
Request ID #	5230
Contract #	5330
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	D5110 - Maintenance Roads Buildings
Date submitted	1/27/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Websmart Chevrolet
Estimated Amount	\$58,869
Estimated Term	60 Days (3/1/2020-4/30/2020)
Scope of Services	The purchase of (two) 2020 Chevrolet Blazers AWD 4Dr 2.5L 4 cycle Bond HHT55197
Budget Line Item	N/A
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: January 27, 2020

Re: Contract Request
For the Purchase of 2 Chevrolet Blazers

The Public Works Department respectfully requests approval to purchase two (2) 2020 Chevrolet Blazers from Websmart Chevrolet, LLC. This vendor has been selected from the NYS Vehicle Marketplace Mini Bid #3200. The total purchase price will be \$58,869.00 and Bond HHT55197 (Res. 547 12/5/16) will be used. Upon receipt of a purchase order, the vendor has 60 days to deliver this piece of equipment.

We have included all supporting documentation. If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Words

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: January 27, 2020

RE: Vehicle Marketplace Mini Bid#3200

I am in receipt of your recommendation to award the aforementioned Vehicle Marketplace to Websmart Chevrolet LLC in the amount of \$58,868.60.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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 NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: January 27, 2020

RE: Purchase of Two 2020 Chevrolet Blazers
From Mini-Bid #3200

I have reviewed the bid results from Mini-Bid #3200 for the purchase of two (2) 2020 Chevrolet Blazers and would like to recommend the low bidder, Websmart Chevrolet, LLC be awarded the bid. This contract is not to exceed \$58,868.60.

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

Name	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
WebSmart Chevrolet LLC	2020	Chevy	Blazer	1NH26	FWD	gas	\$30,035.00	2 %	\$29,434.30	\$0.00	\$29,434.30	2	\$58,868.60
Cappellino Chevrolet Inc	2020	Chevrolet	Blazer L	1NH26	FWD	Gasoline	\$30,035.00	0.3%	\$29,944.90	\$0.00	\$29,944.90	2	\$59,889.79



Websmart Chevrolet

Nick Lowry | 585-491-2376 | NLowry@WebsmartChevy.com

Albany CO DPW

Vehicle: [Fleet] 2020 Chevrolet Blazer (1NH26) FWD 4dr L





Websmart Chevrolet

Nick Lowry | 585-491-2376 | NLowry@WebsmartChevy.com

Vehicle: [Fleet] 2020 Chevrolet Blazer (1NH26) FWD 4dr L (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	Dir Net Inv	MSRP
1NH26	2020 Chevrolet Blazer FWD 4dr L	\$27,907.20	\$28,800.00

COLORS

CODE	DESCRIPTION	Dir Net Inv	MSRP
GAZ	Summit White (Not available on RS or Premier.)	\$0.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
LCV	Engine, 2.5L 4-cylinder SIDI, DOHC with Variable Valve Timing (VVT) with Stop/Start (193 hp [144 kW] @ 6300 rpm, 188 lb-ft of torque [255 N-m] @ 4400 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
M3D	Transmission, 9-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
F35	Axle, 3.80 final drive ratio	0.00 lbs	0.00 lbs	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 10075. Data Updated: Jan 9, 2020 10:17:00 PM PST.



Websmart Chevrolet

Nick Lowry | 585-491-2376 | NLowry@WebsmartChevy.com

Vehicle: [Fleet] 2020 Chevrolet Blazer (1NH26) FWD 4dr L (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
1L0	L Preferred Equipment Group Includes Standard Equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
GAZ	Summit White (Not available on RS or Premier.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
AR9	Seats, front buckets (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
H1T	Jet Black, Premium Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Dir Net Inv	MSRP
VK3	License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)	0.00 lbs	0.00 lbs	\$35.20	\$40.00
Options Total		0.00 lbs	0.00 lbs	\$35.20	\$40.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 10075. Data Updated: Jan 9, 2020 10:17:00 PM PST.



Websmart Chevrolet

Nick Lowry | 585-491-2376 | NLowry@WebsmartChevy.com

Vehicle: [Fleet] 2020 Chevrolet Blazer (1NH26) FWD 4dr L (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Blazer (1NH26) FWD 4dr L

MSRP:\$28,800.00

Interior:Jet Black, Premium Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.5L 4-cylinder SIDI, DOHC with Variable Valve Timing (VVT)

Transmission, 9-speed automatic, electronically-controlled with overdrive

OPTIONS

CODE	MODEL	MSRP
1NH26	[Fleet] 2020 Chevrolet Blazer (1NH26) FWD 4dr L	\$28,800.00
OPTIONS		
1L0	L Preferred Equipment Group	\$0.00
AR9	Seats, front buckets	\$0.00
F35	Axle, 3.80 final drive ratio	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black, Premium Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
LCV	Engine, 2.5L 4-cylinder SIDI, DOHC with Variable Valve Timing (VVT)	\$0.00
M3D	Transmission, 9-speed automatic, electronically-controlled with overdrive	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00
VK3	License plate front mounting package	\$40.00
SUBTOTAL		\$28,840.00
Adjustments Total		\$0.00
Destination Charge		\$1,195.00
TOTAL PRICE		\$30,035.00

FUEL ECONOMY

Est City:21 MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10075. Data Updated: Jan 9, 2020 10:17:00 PM PST.

3200 (2) Chevrolet Blazer L FWD - Albany County

Websmart Chevrolet LLC

Built to Specification Mini-Bid Response

1.1. Built to Specifications Vehicle(s)

Filled

Questionnaire is not weighted

1.1.1. Filled

Is the Mini-Bid for Vehicles to be purchased or leased by the Authorized User?

- ☒ Purchased (—)
- ☐ Leased (—)

1.1.2. Filled

Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? You can find the Specification Details under tab 1 "Information" within this Mini-Bid. *[Note: A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected].*

- ☒ Yes. We meet the exact specifications as detailed in Tab 1. Information (—)
- ☐ No. We do not meet the exact specifications and will provide deviations in the next question. (—)

1.1.3. Filled

If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

n/a

Evaluation method:
Yes / No

1.1.4. Filled

Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified in the Specification Details? You can find the Specification Details under tab 1 "Information" within this Mini-Bid. *[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]*

- ☒ Yes
- ☐ No

1.1.5. ☒ Filled

Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.

Worst: 365.00 Best: 0.00

60 days

1.1.6. ☒ Filled

Enter the Final Order Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. (Date format: "MM/DD/YYYY")

tba

Evaluation method:
Yes / No

1.1.7. ☒ Filled

Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".

n/a

Evaluation method:
Yes / No

MINI BID #
ALBANY CO DPW
(1) 2020 CHEVROLET BLAZER

ITEM #	DESCRIPTION
1NH26	2020 Chevrolet Blazer (1NH26) FWD 4dr L
1L0	L Preferred Equipment Group
AR9	Seats, front buckets
F35	Axle, 3.80 final drive ratio
GAZ	Summit White
H1T	Jet Black, Premium Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system
LCV	Engine, 2.5L 4-cylinder SIDI, DOHC with Variable Valve Timing (VVT)
M3D	Transmission, 9-speed automatic, electronically-controlled with overdrive
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, New York
VK3	License plate front mounting package
DELIVERY	REGION 3

RESOLUTION NO. 547

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 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 \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 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 \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 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 \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. 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 7. 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 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 8. 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 9. 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 10. 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 project and memoranda 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 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(4), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(b) Based upon an examination of the project and memoranda 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 2 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda 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)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. 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 13. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.

Those opposed – 0.

Resolution was adopted 12/5/16.