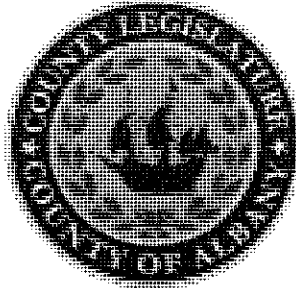


County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Monday, July 13, 2020

7:15 PM

Held Remotely

County Legislature

Call to Order

Roll Call

PREVIOUS BUSINESS:

192. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2020

Sponsors: Joyce and Peter

194. A RESOLUTION AMENDING RESOLUTION 283 FOR 1992, AS SUBSEQUENTLY AMENDED, TO RESTORE THE COMMITTEE TO FILL VACANCIES IN RESPONSE TO THE COVID-19 RELATED HEALTH EMERGENCY AND UNCERTAINTY IN THE BUDGETARY REALITIES CAUSED BY THE CURRENT GLOBAL PANDEMIC.

Sponsors: Joyce, Peter, O'Brien, Ricard and Willingham

215. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "D" FOR 2020

Sponsors: Bruschi, Joyce, Feeney, Beston, Chapman, Clay, Cleary, Efekoro, Ethier, Fein, Joyce, Kuhn, Lekakis, Mayo, McLaughlin, Miller, O'Brien, Peter, Reidy, Reinhardt, Ricard, Smith, Ward and Willingham

CURRENT BUSINESS:

219. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE COALITION AGAINST SEXUAL ASSAULT REGARDING THE SEXUAL ASSAULT SERVICES PROGRAM

Sponsors: Law Committee

220. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Sponsors: Law Committee and Audit and Finance Committee

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221. AMENDING RESOLUTION NO. 309 FOR 2019 REGARDING HOME DELIVERED MEAL ASSESSMENTS

Sponsors: Elder Care Committee

222. AUTHORIZING AN AGREEMENT WITH CORETACTICS HEALTHCARE CONSULTING, INC. REGARDING NURSE CONSULTING SERVICES FOR SHAKER PLACE REHABILITATION AND NURSING CENTER

Sponsors: Elder Care Committee

223. AUTHORIZING AN AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES TO SUPPORT LOCAL EMERGENCY RESPONSE TEAMS THAT PROVIDE TECHNICAL RESCUE AND URBAN SEARCH AND RESCUE SERVICES

Sponsors: Public Safety Committee

224. AMENDING THE 2020 DEPARTMENT OF AUDIT AND CONTROL BUDGET: ADMINISTRATIVE ADJUSTMENTS

Sponsors: Audit and Finance Committee

225. AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT SHAKER PLACE REHABILITATION AND NURSING CENTER

Sponsors: Audit and Finance Committee

226. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM

Sponsors: Audit and Finance Committee

227. AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2019 THROUGH MARCH 31, 2020

Sponsors: Audit and Finance Committee

228. RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 251 FOR 2019 AS AMENDED AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 182 BREVATOR STREET (TAX MAP NO. 53.82-1-9) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

229. AMENDING RESOLUTION NO. 506 FOR 2017 AND RESCINDING THE AUTHORIZATION TO CONVEY 36 TEN BROECK PLACE (TAX MAP NO. 65.74-4-30) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

230. AMENDING RESOLUTION NO. 271 FOR 2018 AND RESCINDING THE AUTHORIZATION TO CONVEY 349 ORANGE STREET (TAX MAP NO. 65.64-3-32) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

231. AMENDING RESOLUTION NO. 398 FOR 2019 AND RESCINDING THE AUTHORIZATION TO CONVEY 56 HARRISON AVENUE (TAX MAP NO. 86.13-4-41) IN THE TOWN OF BETHLEHEM

Sponsors: Audit and Finance Committee

232. AMENDING RESOLUTION NO. 69 FOR 2020 AND RESCINDING THE AUTHORIZATION TO CONVEY 158 STATE ROUTE 143 (TAX MAP NO. 140.-1.14-1) IN THE TOWN OF WESTERLO

Sponsors: Audit and Finance Committee

233. AUTHORIZING AN AGREEMENT WITH MOHAWK HUDSON LAND CONSERVANCY FOR THE DONATION AND INSTALLATION OF ART ON THE ALBANY COUNTY RAIL TRAIL NEAR VOORHEESVILLE

Sponsors: Public Works Committee

234. AUTHORIZING AN AGREEMENT WITH HOPE HOUSE, INC. REGARDING RESIDENTIAL TREATMENT SERVICES FOR WOMEN WITH CHILDREN

Sponsors: Social Services Committee

235. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH MEYERS AND STAUFFER, LLC FOR AUDITING SERVICES REGARDING MEDICAID FRAUD, WASTE AND ABUSE

Sponsors: Social Services Committee

236. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM (HEAP)

Sponsors: Social Services Committee

237. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "E" FOR 2020

Sponsors: Joyce

238. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2020

Sponsors: Joyce

239. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "G" FOR 2020

Sponsors: Joyce

240. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "H" FOR 2020

Sponsors: Peter

241. PUBLIC HEARING ON PROPOSED MODIFICATIONS TO AGRICULTURAL DISTRICT NOS. 1, 2 AND 3

Sponsors: Joyce

242. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "C" FOR 2020

Sponsors: Joyce

243. AN ACT TO MODIFY THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES

Sponsors: Mauriello, Burgdorf, Grimm, Drake, Lockart, Tunny, Langdon, Whalen and Perlee

LOCAL LAWS:

LOCAL LAW NO. "E" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, IMPOSING AN ADDITIONAL ONE PERCENT RATE OF TAX ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY AND OF CERTAIN SERVICES, AND ON OCCUPANCY OF HOTEL ROOMS AND AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK

Sponsors: Joyce

LOCAL LAW NO. "F" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK IMPOSING A TAX ON THE OCCUPANCY OF HOTEL ROOMS IN ALBANY COUNTY

Sponsors: Joyce

LOCAL LAW NO. "G" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENACTING A MORTGAGE RECORDING TAX PURSUANT TO SECTION 253-p OF THE TAX LAW OF THE STATE OF NEW YORK

Sponsors: Joyce

LOCAL LAW NO. "H" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, REPEALING LOCAL LAW 1 FOR 2016 AND PROHIBITING THE USE AND SALE OF SPARKLING DEVICES

Sponsors: Peter, Joyce, Ward, Joyce and Ricard

Adjournment

RESOLUTION NO. 192

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2020

Introduced: 5/11/20

By Messrs. A. Joyce and Peter:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "B" for 2020, "A LOCAL LAW OF THE COUNTY OF ALBANY TO PROHIBIT WASTE BURNING AND TO PROTECT THE CLEAN AIR OF ALBANY COUNTY" be held by the County Legislature remotely, with instructions available on the Albany County website, at 7:15 p.m. on Tuesday, July 28, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Conservation, Sustainability and Green Initiatives Committee – 5/11/20

Favorable Recommendation Conservation, Sustainability and Green Initiatives Committee – 6/30/20

LOCAL LAW NO. "B" FOR 2020

A LOCAL LAW OF THE COUNTY OF ALBANY TO PROHIBIT WASTE BURNING AND TO PROTECT THE CLEAN AIR OF ALBANY COUNTY

Introduced: 2/10/20

By Messrs. Reinhardt, Miller, Mss. Cunningham, Plotsky, Messrs. Kuhn, A. Joyce, Ms. Chapman, Messrs. Bruschi, Clay, Cleary, Efekoro, Fein, Mss. Lekakis, McLaughlin, McLean Lane, Messrs. Reidy, Peter and Simpson:

Section 1: TITLE

This Local Law shall be known as the "Albany County Clean Air Law."

Section 2: STATUTORY AUTHORIZATION

This Local Law is hereby adopted pursuant to the provisions of the New York Municipal Home Rule Law § 10(1)(ii)(a)(11), the Clean Air Act (42 U.S.C. § 7416), the Resource Conservation and Recovery Act (42 U.S.C. § 6929), New York State Air Pollution Control Act (Environmental Conservation Law §§ 19-0703 and 19-0709), and New York State Environmental Conservation Law § 27-0711.

Section 3: INTENT

It is the intent of this Local Law to promote and protect the public health and welfare of the residents of Albany County by prohibiting the burning or related processing of Waste.

Section 4: DEFINITIONS

As used in this Local Law, the following terms shall have the following meanings:

- A. NEW WASTE DISPOSAL FACILITY** shall mean any non-residential facility that, after the effective date of this Local Law:
- 1) disposes of Waste, uses Waste to heat an industrial process, or uses Waste to produce energy (heat, electricity, or a burnable fuel), and
 - 2) accomplishes this through the combustion of Waste (or gases produced on-site from the burning, gasification or pyrolysis of such Waste), or by producing a solid, liquid and/or gaseous fuel product through conversion of Waste.
 - 3) A New Waste Disposal Facility does not include:
 - i. landfills,
 - ii. publicly owned treatment works,
 - iii. anaerobic digesters,
 - iv. facilities burning landfill gas or gas produced from anaerobic digestion, unless they are also burning Waste,

- v. systems used exclusively for on-site space heating purposes at a residential home,
- vi. manufacturing facilities that, on a consistent basis as part of their operations, have, prior to the effective date of this law, burned Waste generated on-site from their own manufacturing process, and plan to continue burning the same types of Waste, or
- vii. facilities that burned an average of at least 10 tons of Waste per day throughout calendar year 2019.

B. **RESPONSIBLE OFFICIAL** shall mean the natural person who is on file with the New York State Department of Environmental Conservation (DEC) as the Responsible Official, as defined in 6 NYCRR 201-2(b)(28). If no such individual properly meeting that definition is currently on file with DEC, the Responsible Official shall be the owner of the New Waste Disposal Facility. If the owner is a business entity, then the Responsible Official(s) shall be the person or persons sharing the highest level of decision-making power within the business entity.

C. **PERSON** shall mean any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization, trust or other legal entity, or any combination thereof, and the agent(s) or employee(s) thereof.

D. **BURNING AND/OR PROCESSING** shall mean any type of combustion process involving any waste, including for use as a fuel in recovering useable energy.

E. **COMBUSTION** shall mean the thermal treatment of waste in a device which uses elevated temperatures as the primary means to change the chemical, physical, or biological character or composition of the waste. Examples of the combustion process include incineration, pyrolysis, and fluidized bed.

F. **WASTE** shall mean:

- i. all putrescible and non-putrescible materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris, discarded automobiles and offal but not including sewage and other highly diluted water carried materials or substances and those in gaseous form; and
- ii. solid waste as defined by 6 NYCRR 360.2(a) and 42 USC 6903(27); and
- iii. biosolids; and
- iv. hazardous waste as defined by NY Environmental Conservation Law § 27-0901(3); and

- v. waste as defined by NY Environmental Conservation Law § 27-0901(11); and
- vi. regulated medical waste as defined by NY Environmental Conservation Law § 27-1501(1); and
- vii. automobile shredder residue; and
- viii. discarded automobiles; and
- ix. waste tires as defined by NY Environmental Conservation Law § 27-1901(13); and
- x. plastics, or any material that has been source separated for recycling or composting purposes; and
- xi. pharmaceutical wastes or expired pharmaceuticals; and
- xii. disaster debris; and
- xiii. electronic wastes; and
- xiv. processed engineered fuel; and
- xv. refuse derived fuels; and
- xvi. any material determined by the U.S. Environmental Protection Agency or New York state agency to be a non-hazardous secondary material
- xvii. the solid residue of any air or water pollution control device.

Section 5: PROHIBITION

- A. No person shall be permitted to operate a New Waste Disposal Facility in Albany County.
- B. No person shall burn:
 - a. low-level radioactive waste as defined by N.Y. Environmental Conservation Law § 29-0101(1);
 - b. high-level radioactive waste;
 - c. transuranic waste; or
 - d. aqueous film-forming foam that contains perfluoroalkyl and polyfluoroalkyl substances (PFAS).

Section 6: PENALTIES FOR OFFENSES

- A. Failure to comply with any of the provisions of this Local Law shall be a violation as contemplated by Article 10 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of up to \$2,000 or imprisonment of the Responsible Official for not more than 10 days, or both, for the first offense. A second offense shall be a misdemeanor as contemplated by Article 10 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine up to \$5,000 or imprisonment of the Responsible Official for a period of not more than 30 days, or both. All subsequent offenses shall be a misdemeanor punishable of a fine up to \$10,000 or imprisonment of the Responsible Official for a period of not more than 50 days, or both. For purposes of this subsection, each day of noncompliance with this Local Law

shall constitute a separate and distinct offense.

B. Injunctions; concurrent remedies.

- i. In addition to any other remedy provided herein, the County of Albany may institute a suit in equity where unlawful conduct exists for an injunction to restrain a violation of this article.
- ii. In addition, any officer enforcing this law may issue stop work orders or compliance notices relative to any violation of this Local Law.
- iii. The penalties and remedies prescribed by this article shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the County of Albany from exercising any other remedy provided herein or otherwise provided at law or equity.
- iv. The terms and provisions of this article are to be liberally construed, so as best to achieve and effectuate the goals and purposes hereof.

C. In the event the County desires or is required to take legal action to enforce this Local Law, the violator will be responsible for any and all necessary costs and expenses incurred by the County relative thereto, including attorneys', engineering, consulting, and experts' fees; provided, however, any responsibility or liability therefor, and the amount thereof, shall be determined by a court or other tribunal of competent jurisdiction, and this clause shall be interpreted, construed, and applied only to the maximum extent permitted by applicable law.

Section 7: ENFORCEMENT AND ADMINISTRATION

Enforcement of this Local Law shall be the responsibility of the law enforcement agencies within the County.

Section 8: SEVERABILITY

If any provisions of this Local Law are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of this Local Law shall remain in effect.

Section 9: EFFECTIVE DATE

This Local Law shall take effect upon filing with the Secretary of State.

RESOLUTION NO. 194

A RESOLUTION AMENDING RESOLUTION 283 FOR 1992, AS SUBSEQUENTLY AMENDED, TO RESTORE THE COMMITTEE TO FILL VACANCIES IN RESPONSE TO THE COVID-19 RELATED HEALTH EMERGENCY AND UNCERTAINTY IN THE BUDGETARY REALITIES CAUSED BY CURRENT THE GLOBAL PANDEMIC.

Introduced: 5/11/20

By Messrs. A. Joyce, Peter and Ricard:

WHEREAS, By Resolution No. 283 for 1992, the Albany County Legislature created a Committee to Fill Vacancies, consisting of a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations to determine whether vacant positions then existing or coming into existence should be filled while the County faced a substantial shortfall in revenues generated from local sales taxes due to a national recession, and

WHEREAS, Those same harrowing economic realities exist today as a result of the COVID-19 related global pandemic, and

WHEREAS, As recently as last year, the County and nation were on better economic footing, which caused the previous review of the Committee to Fill Vacancies to lapse, and

WHEREAS, At this critical time, this Honorable Body believes it necessary to take into consideration potential revenue shortfalls prior to the filling of any vacant County positions, and

WHEREAS, This Honorable Body recognizes the need to hire employees to fill critical and necessary positions, however, before a position is available to be filled, the decision to hire needs to be reviewed and approved by the Committee to Fill Vacancies for its approval, and

WHEREAS, Meaningful review of salary lines can occur without the need to place an official freeze on hiring within the County, and

WHEREAS, To sensibly effect such a review and approval process, the Committee to Fill Vacancies, as originally envisioned and set forth, needs to be expanded to include oversight so that the Legislature might perform its budgetary responsibilities to determine whether continued funding of vacant positions is appropriate, now, therefore, be it

RESOLVED, By the Albany County Legislature that the Committee to Fill Vacancies as established in Resolution No. 283 for 1992, and as subsequently amended, is hereby reestablished to include a representative from the County

Executive's Office, County Comptroller's Office and Office of Employee Relations, as voting members, in addition to the Chair of the Legislature and Chairs of the Personnel and Audit & Finance Committees of the Legislature (or their designees) as ex officio non-voting members, so that they may report to their respective bodies the fiscal impact of any vacant positions being filled within the County, and be it further

RESOLVED, That the Committee to Fill Vacancies shall be charged with the review of all County Employee line items, except those of the positions of Albany County Clerk, Coroner, District Attorney, County Executive, Legislator, and Sheriff, regardless of departmental budget location, and be it further

RESOLVED, That the Committee to Fill Vacancies shall take into consideration the fiscal consequences of filling any vacant position until the realities of this economic restlessness are able to be realized, and be it further

RESOLVED, That within sixty days of the adoption of this resolution, the Committee to Fill Vacancies be and hereby is requested to report to the County Legislature the steps taken to reduce the fiscal impact associated with filling vacant positions, and be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Personnel and Audit and Finance Committees – 5/11/20

Favorable Recommendation Personnel Committee – 5/28/20

Favorable Recommendation Audit and Finance Committee – 5/28/20

RESOLUTION NO. 194

A RESOLUTION AMENDING RESOLUTION 283 FOR 1992, AS SUBSEQUENTLY AMENDED, TO RESTORE THE COMMITTEE TO FILL VACANCIES IN RESPONSE TO THE COVID-19 RELATED HEALTH EMERGENCY AND UNCERTAINTY IN THE BUDGETARY REALITIES CAUSED BY CURRENT THE GLOBAL PANDEMIC.

Introduced: 05/11/20

By Messers A. Joyce, Peter, O'Brien, Ms. Willingham, Mr. Ricard

WHEREAS, By Resolution No. 283 for 1992, the Albany County Legislature created a Committee to Fill Vacancies, consisting of a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations to determine whether vacant positions then existing or coming into existence should be filled while the County faced a substantial shortfall in revenues generated from local sales taxes due to a national recession, and

WHEREAS, Those same harrowing economic realities exist today as a result of the COVID-19 related global pandemic, and

WHEREAS, As recently as last year, the County and nation were on better economic footing, which caused the previous review of the Committee to Fill Vacancies to lapse, and

WHEREAS, At this critical time, this Honorable Body believes it necessary to take into consideration potential revenue shortfalls prior to the filling of any vacant County positions, and

WHEREAS, This Honorable Body recognizes the need to hire employees to fill critical and necessary positions, however, before a position is available to be filled, the decision to hire needs to be reviewed and approved by the Committee to Fill Vacancies for its approval, and

WHEREAS, Meaningful review of salary lines can occur without the need to place an official freeze on hiring within the County, and

WHEREAS, To sensibly effect such a review and approval process, the Committee to Fill Vacancies, as originally envisioned and set forth, needs to be expanded to include oversight so that the Legislature might perform its budgetary responsibilities to determine whether continued funding of vacant positions is appropriate, now, therefore, be it

RESOLVED, By the Albany County Legislature that the Committee to Fill Vacancies as established in Resolution No. 283 for 1992, and as subsequently amended, is

hereby reestablished to include a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations, as voting members, in addition to the [Chair of the Legislature and] Chairs of the Personnel and Audit & Finance Committees of the Legislature (or their designees) as ex officio non-voting members, so that they may [report to their respective bodies] closely monitor the fiscal impact of any vacant positions being filled within the County, and be it further

RESOLVED, That regarding personnel positions within the following budget accounts, elected officials and the Board of Elections are exempt from review of the Committee to Fill Vacancies: County Clerk under Budget Accounts A1410 and A1411; County Comptroller under Budget Account A1315 County Coroners under Budget Account A1185; District Attorney under Budget Account A1165; County Executive under Budget Account A1230; County Legislature under Budget Account A1010; and the County Sheriff under Budget Accounts A3020, A3110, and A3150; Board of Elections under Budget Account A1450, and be it further

RESOLVED, that in order to increase the information available to this Legislative Body so that the Legislature might perform its budgetary responsibilities to determine whether continued funding of vacant positions is appropriate, the reporting requirements of the Committee to Fill Vacancies are as follows: all County employee resignations, deaths, retirements, promotions or other circumstances resulting in a funded position being vacant are to be reported by the Committee to Fill Vacancies to the Leadership Group (consisting of the Chairman, Majority and Minority Leaders); the Committee to Fill Vacancies shall also provide to the Leadership Group copies of all requests to fill vacancies from Departments and agendas which shall be developed by the Committee with all back-up relating to each vacancy and proposed hiree, and be it further

[RESOLVED, That the Committee to Fill Vacancies shall be charged with the review of all County Employee line items, except those of the positions of Albany County Clerk, Coroner, District Attorney, County Executive, Legislator, and Sheriff, regardless of departmental budget location, and be it further]

RESOLVED, That the Committee to Fill Vacancies shall take into consideration the fiscal consequences of filling any vacant position until the realities of this economic restlessness are able to be realized, and be it further

RESOLVED, That within sixty days of the adoption of this resolution, the Committee to Fill Vacancies be and hereby is requested to report to the County Legislature the steps taken to reduce the fiscal impact associated with filling vacant positions, and be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

RESOLUTION NO. 215

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "D" FOR 2020

Introduced: 6/8/20

By Messrs. Bruschi, A. Joyce, Feeney, Beston, Ms. Chapman, Messrs. Clay, Cleary, Efekoro, Ethier, Fein, R. Joyce, Kuhn, Ms. Lekakis, Mr. Mayo, Ms. McLaughlin, Messrs. Miller, O'Brien, Peter, Reidy, Reinhardt, Ricard, Smith, Ward and Ms. Willingham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "D" for 2020, "A Local Law of the County of Albany, New York, Authorizing the County Executive To Negotiate A Lease Agreement of Property Owned By Albany County With The Shaker Heritage Society, Subject To The Approval of the Albany County Legislature", be held by the County Legislature in the Legislative Chambers, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, July 28, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Audit and Finance and Public Works Committees – 6/8/20

Favorable Recommendation Audit and Finance Committee – 6/25/20

Favorable Recommendation Public Works Committee – 6/30/20

LOCAL LAW NO. "D" FOR 2020

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING LOCAL LAW 3 FOR 2010 AND AUTHORIZING THE COUNTY EXECUTIVE TO NEGOTIATE A LEASE AGREEMENT OF PROPERTY OWNED BY ALBANY COUNTY WITH THE SHAKER HERITAGE SOCIETY NOT TO EXCEED FIFTY YEARS, SUBJECT TO THE APPROVAL OF THE ALBANY COUNTY LEGISLATURE

Introduced: 6/8/20

By Messrs. Bruschi, A. Joyce, Feeney, Beston, Ms. Chapman, Messrs. Clay, Cleary, Efekoro, Ethier, Fein, R. Joyce, Kuhn, Ms. Lekakis, Mr. Mayo, Ms. McLaughlin, Messrs. Miller, O'Brien, Peter, Reidy, Reinhardt, Ricard, Smith, Ward, Ms. Willingham and:

BE IT ENACTED by the County Legislature of the County of Albany, pursuant to Section 33 of the Municipal Home Rule Law, as follows:

SECTION 1. Repeal of Local Law 2 for 2010

Local Law 2 for 2010, "A Local Law of the County of Albany, New York Authorizing the County Executive to Negotiate a Lease Agreement of Property Owned by Albany County with the Shaker Heritage Society, Subject to the Approval of the Albany County Legislature" is repealed.

SECTION 2. Direct Lease

Notwithstanding Section 215 of the New York State County Law, the County Executive of Albany County is hereby authorized to negotiate lease agreements for real and personal property owned by Albany County with the Shaker Heritage Society for an original term not to exceed fifty (50) years, said lease term to be coterminous with any initial funding repayment term, subject to the approval by the Albany County Legislature.

SECTION 3. Severability

If any article, section, subsection, paragraph, phrase or sentence of this local law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. Effective Date

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.

Referred to Audit and Finance and Public Works Committees – 6/8/20



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
CRIME VICTIM AND SEXUAL VIOLENCE CENTER
112 STATE STREET, ROOM 1010
ALBANY, NEW YORK 12207-2077
(518) 447-7100 FAX: (518) 447-7102
EMERGENCY: (518) 447-7716
www.albanycounty.com
e-mail: cvsvc@albanycounty.com

KAREN ZIEGLER
DIRECTOR

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

June 1, 2020

Dear Chairman Joyce:

I am requesting permission to accept a federal grant opportunity for Sexual Assault Service Provider (SASP) funding provided by the NYS Coalition Against Sexual Assault. The grant award of \$9,040.43 will be utilized to provide clinical and court advocacy services at to victims of sexual assault with limited English proficiency, refugees and immigrants currently living in Albany County.

I appreciate your consideration this matter.

Respectfully Submitted,

Karen Ziegler
Director

Cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq. Minority Counsel



Legislation Text

File #: TMP-1670, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization between NYSCASA and CVSVC

Date: May 20, 2020
Submitted By: Karen Ziegler
Department: Crime Victim and Sexual Violence Center
Title: Director
Phone: 518-447-7100
Department Rep.
Attending Meeting: Karen Ziegler

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

Change Order/Contract Amendment

Purchase (Equipment/Supplies)

Lease (Equipment/Supplies)

Requirements

Professional Services

Education/Training

Grant

Renewal

Submission Date Deadline 7/1/2020

Settlement of a Claim

Release of Liability

Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

NYS Coalition Against Sexual Assault (NYSCASA)

28 Essex Street

Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$9,040.43

Scope of Services: The money will be used for providing direct services including interpretation services for sexual assault victims. People with limited English proficiency, refugees and immigrants will be provided clinical and court advocacy services.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: A4610 03497
Revenue Amount: \$9,040.43

Appropriation Account and Line: A4610.1
Appropriation Amount: \$9,040.43

Source of Funding - (Percentages)

Federal: 100%
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) July 1, 2020 - May 31, 2021
Length of Contract: 11 months

Impact on Pending Litigation

Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 316
Date of Adoption: August 2019

Justification: (state briefly why legislative action is requested)

The request is to accept this grant award. Service providers in NYS are required to provide interpretation services to individuals with limited English proficiency. This grant will allow the Crime Victim and Sexual Violence Center to provide services to these sexual assault victims, better serving the Albany County community. The Sexual Assault Services Program (SASP) is the first federal funding stream solely dedicated to the provision of direct intervention and related assistance for victims of sexual assault. Overall, the purpose of SASP is to provide intervention, advocacy, accompaniment, support services, and related assistance for adult, youth, and child victims of sexual assault, family and household members of victims, and those collaterally affected by the sexual assault. The SASP will support such services through the establishment, maintenance, and expansion of rape crisis centers and other programs and projects to assist those victimized by sexual assault.

RESOLUTION NO. 316

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
COALITION AGAINST SEXUAL ASSAULT REGARDING THE SEXUAL
ASSAULT SERVICES PROGRAM

Introduced: 8/12/19
By Law Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into an agreement with the New York State Coalition Against Sexual Assault regarding the Sexual Assault Services Program in the amount of \$10,250 for the term commencing July 1, 2019 and ending May 31, 2020, and

WHEREAS, The Director indicated that the funding will be used to provide clinical and court advocacy services to victims of sexual assault residing in Albany County with limited English proficiency, including refugees and immigrants, as required by New York State, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Coalition Against Sexual Assault regarding the Sexual Assault Services Program in the amount of \$10,250 for the term commencing July 1, 2019 and ending May 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 8/12/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of August, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of August, 2019.

A handwritten signature in cursive script, appearing to read "Paul V. Deane".

Clerk, Albany County Legislature

From: [Articia Hill](#)
Cc: [Joanne Zannoni](#); [Sandra Siciliano](#)
Subject: SASP FUNDS - FY 2020-2021 AWARD AMOUNT - APPLICATION DUE 6/15/2020 (1)
Date: Thursday, May 21, 2020 1:23:23 PM

Good Afternoon,

Thank you for showing your interest to apply for the Sexual Assault Services Formula Grant (SASP) funds for Fiscal Year 2020-2021.

Your Award Amount for SASP FY 2020-21 will be: **\$9,040.43**

Please use this Award Amount when completing your Application Budget excel file, attached to the previous email.

The Application Instructions provides details regarding the Category Definitions and what expenses should be included within in that category.

All Rape Crisis Programs must complete and **return the Application and related documents** by **5:00pm, Monday, June 15th**.

If you have any questions or concerns related to the Application process, while completing, please do not hesitate to contact me via email ahill@nyscasa.org or phone (518)-330-6889.

Articia S. Hill
Grant Compliance Director

New York State Coalition Against Sexual Assault, Inc.
28 Essex Street
Albany, NY 12206
(518) 482-4222 x317
www.nyscasa.org

RESOLUTION NO. 219

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE COALITION AGAINST SEXUAL ASSAULT REGARDING THE SEXUAL ASSAULT SERVICES PROGRAM

Introduced: 7/13/20
By Law Committee:

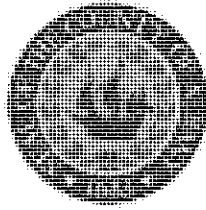
WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into an agreement with the New York State Coalition Against Sexual Assault to accept Sexual Assault Services Program grant funding in the amount of \$9,041 for the term commencing July 1, 2020 and ending May 31, 2021, and

WHEREAS, The Director indicated that the funding will be used to provide clinical and court advocacy services to victims of sexual assault residing in Albany County with limited English proficiency, including refugees and immigrants, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Coalition Against Sexual Assault regarding the Sexual Assault Services Program in the amount of \$9,041 for the term commencing July 1, 2020 and ending May 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

June 3, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

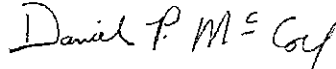
On behalf of the Albany County Public Defender, Alternate Public Defender, and Assigned Counsel Program, I am requesting authorization to amend a contract with New York Office of Indigent Legal Services (ILS) for implementation of the Statewide Expansion of the Hurrell-Harring settlement. Since taking office I have been a strong advocate for reforms to the indigent legal services program and have pushed for Counties to receive additional funding from New York State. In 2017, NYS committed to expanding the Hurrell-Harring settlement to all counties in the state by providing \$250 million over five years to bring indigent defense services up to the standards set in the 2014 settlement. The key provisions of statewide expansion include ensuring defendants are represented by counsel at arraignments, establishing caseload standards for providers, and improving quality of representation via training, supervision, and access to experts.

To meet the standards established in Hurrell-Harring, Albany County will be receiving \$26,264,402.19, beginning with \$1,750,920.29 in 2019 and increasing on an annual basis. Funding is shared between the Public Defender, Alternate Public Defender, and Assigned Counsel Program based on caseload data submitted by each provider. Albany County's second year plan was recently approved by the NYS Office of Indigent Legal Services (ILS) and authorization is needed to amend our contract to reflect the finalized year two budget. The majority of the year two funding was included in the 2020 Albany County Adopted Budget. The attached budget amendments reflect the minor changes to each Department's Budget that were made while finalizing our proposal to NYSILS. Funding will support added personnel (attorneys, support staff, and experts), contractual expert services, onboarding expenses, training, mentoring, IT and software improvements, attorney resources, and other investments that help

the County meet the standards discussed above. Reimbursement for all expenses included in the County's annual work plans will be provided on a quarterly basis. Statewide Expansion is 100 percent state funded, there is no County share.

If you should have any questions, please do not hesitate to contact me.

Sincerely

A handwritten signature in cursive script that reads "Daniel P. McCoy".

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1690, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract and Budget Amendment - Year Two of Hurrell-Harring Statewide Implementation

Date: 5/29/2020
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: 4071 Property Repair and Rental 4310 Second Chair Program 9935
Law Intern Program 4306 Mentor Program 4046 Fess For Services 4300 Association Dues 4040
Books/Transcripts/Subscripts 4300 Association Dues 4038 Travel-Mileage, Freight
Source of Funds: NYSILS Statewide Implementation Grant Funding
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
Choose an item.
- Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office of Indigent Legal Services
Alfred E Smith Building
80 South Swan Street
11th Floor
Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Funding to facilitate the implementation of programs focused on quality improvement of services, caseload relief, and counsel at arraignment as per the Hurrell-Harring settlement reforms.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Please See Attached

Appropriation Amount: Please See Attached

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2018 - March 31, 2023

Length of Contract: 5 Years

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 151 for 2019

Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

On behalf of the Albany County Public Defender, Alternate Public Defender, and Assigned Counsel Program, I am requesting authorization to amend a contract with New York Office of Indigent Legal Services (ILS) for implementation of the Statewide Expansion of the Hurrell-Harring settlement. Since taking office I have been a strong advocate for reforms to the indigent legal services program and have pushed for Counties to receive additional funding from New York State. In 2017, NYS committed to expanding the Hurrell-Harring settlement to all counties in the state by providing \$250 million over five years to bring indigent defense services up to the standards set in the 2014 settlement. The key provisions of statewide expansion include ensuring defendants are represented by counsel at arraignments, establishing caseload standards for providers, and improving quality of representation via training, supervision, and access to experts.

To meet the standards established in Hurrell-Harring, Albany County will be receiving \$26,264,402.19, beginning with \$1,750,920.29 in 2019 and increasing on an annual basis. Funding is shared between the Public Defender, Alternate Public Defender, and Assigned Counsel Program based on caseload data submitted by each provider. Albany County's second year plan was recently approved by the NYS Office of Indigent Legal Services (ILS) and authorization is needed to amend our contract to reflect the finalized year two budget. The

majority of the year two funding was included in the 2020 Albany County Adopted Budget. The attached budget amendments reflect the minor changes to each Department's Budget that were came about while finalizing our proposal to NYSILS. Funding will support added personnel (attorneys, support staff, and experts), contractual expert services, onboarding expenses, training, mentoring, IT and software improvements, attorney resources, and other investments that help the County meet the standards discussed above. Reimbursement for all expenses included in the County's annual work plans will be provided on a quarterly basis. Statewide Expansion is 100 percent state funded, there is no County share.

Template

APPROPRIATIONS						
ACCOUNT NO.			RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST
AA 1171	4	4046	Fess For Services		6,500.00	60,817.00
AA 1171	4	4300	Association Dues	6,500.00		6,500.00
TOTAL APPROPRIATIONS				<u>6,500.00</u>	<u>6,500.00</u>	
ESTIMATED REVENUES						
ACCOUNT NO.			RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST
TOTAL ESTIMATED REVENUES				<u>0.00</u>	<u>0.00</u>	
GRAND TOTALS				<u>6,500.00</u>	<u>6,500.00</u>	

Template

DEPARTMENT NAME

DEPARTMENT NAME

Template

APPROPRIATIONS						
ACCOUNT NO.			RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST
AA 1172	4	4071	Property Repair and Rental		29,371.00	0.00
AA 1172	4	4310	Second Chair Program	29,371.00		29,371.00
AA 1172	1	9935	Law Intern Program		28,800.00	0.00
AA 1172	4	4306	Mentor Program	28,800.00		28,800.00
TOTAL APPROPRIATIONS				<u>58,171.00</u>	<u>58,171.00</u>	
ESTIMATED REVENUES						
ACCOUNT NO.			RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST
TOTAL ESTIMATED REVENUES				<u>0.00</u>	<u>0.00</u>	
GRAND TOTALS				<u>58,171.00</u>	<u>58,171.00</u>	

Template

DEPARTMENT NAME

DEPARTMENT NAME

Template

APPROPRIATIONS				
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST
AA 1170 4 4040	Books/Transcripts/Subscripts	5,000.00		55,450.00
AA 1170 4 4300	Association Dues	5,000.00		5,000.00
AA 1170 4 4038	Travel-Mileage, Freight		10,000.00	5,000.00
TOTAL APPROPRIATIONS		<u>10,000.00</u>	<u>10,000.00</u>	
ESTIMATED REVENUES				
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST
TOTAL ESTIMATED REVENUES		<u>0.00</u>	<u>0.00</u>	
GRAND TOTALS		<u>10,000.00</u>	<u>10,000.00</u>	

Template

DEPARTMENT NAME

DEPARTMENT NAME

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: CSTWIDEHH01</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Albany, County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Statewide Expansion of Hurrell-Harring</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 010100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: CSTWIDEHH01

Page 1 of 3

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: April 1, 2018 To: March 31, 2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$26,264,402.19</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
--	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program-Specific Terms and Conditions
 A-2 Federally Funded Grants and Requirement Mandated by Federal Laws

Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
 B-3 Capital Budget B-4-Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: CSTWIDEHH01
 Page 2 of 3
 Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR: _____ _____ By: _____ _____ Printed Name Title: _____ Date: _____	STATE AGENCY: _____ <u>NYS Office of Indigent Legal Services</u> _____ By: <u>William J. Leahy</u> _____ William J. Leahy Printed Name Title: <u>Director – Office of Indigent Legal Services</u> Date: <u>5/12/20</u>
---	--

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE _____ N/A _____ Printed Name Title: _____ Date: _____	STATE COMPTROLLER'S SIGNATURE _____ N/A _____ Printed Name Title: _____ Date: _____
---	--

Contract Number: CSTWIDEHH01
Page 3 of 3
Master Grant Contract, Face Page

ATTACHMENT A
PROGRAM SPECIFIC TERMS AND CONDITIONS
STATEWIDE EXPANSION OF HURRELL-HARRING

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County and New York City ("County"):

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds.

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any state or local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

III. Collect and Report Data.

County will be required to collect and report data to ILS on an annual basis, or as otherwise specified by ILS, in written form, as determined by ILS, which data will be used to analyze and measure implementation, compliance and outcomes under the three statewide plans (counsel at arraignment, quality improvement and caseload relief).

IV. Extensions.

The terms of this Agreement may be extended only by mutual written consent of the parties and approval of the Office of the State Comptroller for a period of not more than 24 months.

ATTACHMENT B-1

BUDGET

**Office of Indigent Legal Services
STATEWIDE EXPANSION OF HURRELL-HARRING
April 1, 2018 - March 31, 2023**

COUNTY OF ALBANY

Total Contract Amount: \$26,264,402.19

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
PUBLIC DEFENDER'S OFFICE					
CASELOAD RELIEF					
Personnel:					
Local Court Supervisor	\$85,000.00	\$86,700.00			
Assistant Public Defender I	\$65,000.00	\$66,300.00			
Assistant Public Defender II	\$72,828.00	\$74,284.56			
Assistant Public Defender II	\$72,828.00	\$74,284.56			
Assistant Public Defender III	\$78,030.00	\$79,590.60			
Assistant Public Defender IV	\$83,232.00	\$84,896.64			
Assistant Public Defender V	\$90,000.00	\$91,800.00			
Paralegal	\$44,737.00	\$45,631.74			
Social Services Coordinator	\$55,000.00	\$56,100.00			
Legal Secretary	\$41,616.00	\$42,448.32			
Receptionist	\$35,000.00	\$35,700.00			
Assistant Public Defender II	\$0.00	\$74,284.00			
Assistant Public Defender II	\$0.00	\$74,284.00			
Assistant Public Defender III	\$0.00	\$79,590.00			
Assistant Public Defender III	\$0.00	\$79,590.00			
Assistant Public Defender III	\$0.00	\$79,590.00			
Assistant Public Defender IV	\$0.00	\$84,897.00			
Director of Training	\$0.00	\$85,000.00			
Felony Supervisor	\$0.00	\$85,000.00			
Clerk II	\$0.00	\$45,500.00			
Clerk II	\$0.00	\$45,500.00			
Legal Secretary	\$0.00	\$46,500.00			
Legal Secretary	\$0.00	\$46,500.00			
Fringe Benefits:					
For positions noted above @ 53%	\$383,334.00	\$842,340.00			
Data Officer (Stipend)	\$20,000.00	\$0.00			
Subtotal Personnel	\$1,126,605.00	\$2,406,311.42	\$0.00	\$0.00	\$0.00

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
OTPS:					
Onboarding cost for new positions	\$46,200.00	\$50,400.00			
Subtotal OTPS	\$46,200.00	\$50,400.00	\$0.00	\$0.00	\$0.00
Caseload Relief - Subtotal	\$1,172,805.00	\$2,456,711.42	\$0.00	\$0.00	\$0.00
QUALITY IMPROVEMENT					
Personnel:					
Salary Increase for entry level positions - Parity	\$74,688.48	\$37,344.24			
Salary Increase - Confidential Secretary	\$0.00	\$4,884.00			
Salary Increase - Criminal Investigator	\$0.00	\$8,238.00			
Salary Increase - Criminal Investigator	\$0.00	\$4,402.00			
CAFA Arraignment Attorney Salary Supplement	\$0.00	\$15,000.00			
Law Intern Program	\$0.00	\$10,000.00			
Fringe Benefits for positions noted above	\$0.00	\$37,030.17			
Subtotal Personnel	\$74,688.48	\$116,898.41	\$0.00	\$0.00	\$0.00
Contracted/Consultant:					
Specialized Services (Expert Services)/ Transcription Services	\$26,702.67	\$35,000.00			
Subtotal Contracted/Consultant	\$26,702.67	\$35,000.00	\$0.00	\$0.00	\$0.00
OTPS:					
Computer Equipment	\$35,441.00	\$20,000.00			
Legal Reference Material/Books/Subscriptions	\$25,000.00	\$20,000.00			
Office Supplies	\$0.00	\$4,300.00			
Smartphones/Cell Phones (service fees/ software/hardware)	\$0.00	\$25,000.00			
Photocopier (leasing/maintenance)	\$0.00	\$5,000.00			
Professional/Organization Memberships	\$0.00	\$5,000.00			
Conferences/CLE Trainings/Trainings	\$0.00	\$20,000.00			
Subtotal OTPS	\$60,441.00	\$99,300.00	\$0.00	\$0.00	\$0.00
Quality Improvement - Subtotal	\$161,832.15	\$251,198.41	\$0.00	\$0.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
OTPS:					
Tablets/Computer Software/Wi-Fi	\$23,068.00	\$2,500.00			
Mileage/Travel	\$0.00	\$5,000.00			
Counsel at First Appearance - Subtotal	\$23,068.00	\$7,500.00	\$0.00	\$0.00	\$0.00
PUBLIC DEFENDER'S OFFICE - TOTAL	\$1,357,705.15	\$2,715,409.83	\$0.00	\$0.00	\$0.00

CONFLICT DEFENDER'S OFFICE

CASELOAD RELIEF					
Personnel:					
Supervision Administrator - Salary	\$45,000.00	\$45,900.00			
Supervision Administrator - Fringe	\$23,850.00	\$0.00			
Mitigation Specialist Attorney	\$0.00	\$73,370.00			
Legal Secretary	\$0.00	\$45,000.00			

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
Salary Increase for Staff Attorney	\$0.00	\$2,027.00			
Fringe Benefits for positions noted above	\$0.00	\$88,137.41			
Subtotal Personnel	\$68,850.00	\$254,434.41	\$0.00	\$0.00	\$0.00
Caseload Relief - Subtotal	\$68,850.00	\$254,434.41	\$0.00	\$0.00	\$0.00
QUALITY IMPROVEMENT					
Contracted/Consultant:					
Investigator Services	\$32,319.00	\$25,819.00			
Specialized Services (Expert Services)/ Transcription Services	\$30,000.00	\$20,000.00			
Subtotal Contracted/Consultant	\$62,319.00	\$45,819.00	\$0.00	\$0.00	\$0.00
OTPS:					
Office Supplies/Computer Equipment	\$8,580.00	\$8,580.00			
Conferences/CLE Trainings/Trainings/Tuition	\$4,381.00	\$4,382.00			
Professional/Organization Memberships	\$0.00	\$6,500.00			
Subtotal OTPS	\$12,961.00	\$19,462.00	\$0.00	\$0.00	\$0.00
Quality Improvement - Subtotal	\$75,280.00	\$65,281.00	\$0.00	\$0.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
Personnel/Contracted/Consultant/OTPS:					
	\$0.00	\$0.00			
Counsel at First Appearance - Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONFLICT DEFENDER'S OFFICE - TOTAL	\$144,130.00	\$319,715.41	\$0.00	\$0.00	\$0.00

ASSIGNED COUNSEL PLAN

CASELOAD RELIEF					
Personnel:					
Supervising Attorney - Salary	\$85,000.00	\$90,000.00			
Supervising Attorney - Fringe Benefits	\$45,050.00	\$0.00			
Secretary	\$0.00	\$45,000.00			
Data Officer/Grants Manager	\$0.00	\$60,000.00			
Fringe Benefits for positions noted above	\$0.00	\$103,350.00			
Caseload Relief - Subtotal	\$130,050.00	\$298,350.00	\$0.00	\$0.00	\$0.00
QUALITY IMPROVEMENT					
Contracted/Consultant:					
Mentoring Programs/Services	\$28,800.00	\$28,800.00			
Specialized Services (Expert Services)	\$50,000.00	\$50,000.00			
Second Chair Program	\$0.00	\$29,370.05			
Subtotal Contracted/Consultant	\$78,800.00	\$108,170.05	\$0.00	\$0.00	\$0.00
OTPS:					
Continuing Legal Education (CLE) Trgs/Trainings	\$30,000.00	\$30,000.00			
Office Supplies/Furniture	\$4,000.00	\$4,000.00			
Legal Reference Material/Books/Subscriptions	\$4,275.00	\$4,275.00			
Mileage/Travel for ACP staff	\$2,000.00	\$2,000.00			

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
Computer Equipment (hardware & software)	\$0.00	\$20,000.00			
Subtotal OTPS	\$40,275.00	\$60,275.00	\$0.00	\$0.00	\$0.00
Quality Improvement - Subtotal	\$119,075.00	\$168,445.05	\$0.00	\$0.00	\$0.00
COUNSEL AT FIRST APPEARANCE Personnel/Contracted/Consultant/OTPS:					
	\$0.00	\$0.00			
Counsel at First Appearance - Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ASSIGNED COUNSEL PLAN - TOTAL	\$249,125.00	\$466,795.05	\$0.00	\$0.00	\$0.00
Total	\$1,750,960.15	\$3,501,920.29	\$5,252,880.44	\$7,003,840.58	\$8,754,800.73
FIVE-YEAR TOTAL	\$26,264,402.19				

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

STATEWIDE EXPANSION OF HURRELL-HARRING

APRIL 1, 2018 – MARCH 31, 2023

COUNTY OF ALBANY

Goals, Objectives, and Performance Measures

On a semi-annual basis, each grantee/contractor shall provide the Office of Indigent Legal Services with a written progress report summarizing the work performed during each such semi-annual period. The reports shall detail the grantee/contractor's progress toward attaining the specific goals, objectives and key performance measures as outlined below along with any additional information that may be required by the Office. These program progress reports must be submitted October 31st for the period starting April 1st and ending September 30th and April 30th for the period starting October 1st and ending March 31st.

Program progress reports will continue until such time as the funds subject to this contract are no longer available, have been accounted for, and/or throughout the contract period. The first progress report may be waived if the final approval of the grantee/contractor's contract by the Office of the State Comptroller is within two months of the date such progress report would be due. **(See Attachment D ["Payment and Reporting Schedule"] for written progress report reporting requirements in their entirety.)**

Goal

Implement the provisions of Chapter 59 of the Laws of 2017, Part VVV, sections 11-13, providing that the Office of Indigent Legal Services shall implement a plan to extend statewide the benefits of the Hurrell-Harring settlement reforms.

First Objective

Ensure all eligible criminal defendants are represented by counsel at arraignment, provided that timely arraignment with counsel is not delayed pending a determination of a defendant's eligibility.

Key Performance Measures

1. The number of attorneys hired with this funding who provide representation at arraignment;
2. The number of arraignments handled by each attorney compensated with this funding; and
3. A brief description of all activities funded by this grant under this objective and how those activities have improved the provision of counsel at first appearance.

Second Objective

Full compliance with the caseload standards issued by the Office of Indigent Legal Services.

Key Performance Measures

1. The number of attorneys hired with this funding and the dates of such hires;
2. The number of new cases opened by attorneys compensated with this funding;
3. The number of non-attorneys hired with this funding and the dates of such hires;
4. The name, and date of appointment, of the Data Officer or a description of progress toward appointment of a Data Officer; and
5. A brief description of all activities funded by this grant under this objective and how those activities have reduced caseloads.

Third Objective

Implement initiatives to improve the quality of indigent defense such that attorneys receive effective supervision and training, have access to and appropriately utilize investigators, interpreters and expert witnesses on behalf of clients, communicate effectively with their clients, have the necessary qualifications and experience, and, in the case of assigned counsel attorneys, are assigned to cases in accordance with article 18-b of the county law and in a manner that accounts for the attorney's level of experience and caseload/workload.

Key Performance Measures

1. The number of training events supported by this funding;
2. The number of attorneys whose attendance at training events was supported by this funding;
3. The number of cases in which expert services supported by this funding was used, and the dollar amount, both total and hourly rate, spent on such services;
4. The number of cases where investigative services supported by this funding was used, and the dollar amount, both total and hourly rate, spent on such services; and
5. A brief description of all activities funded by this grant under this objective and how those activities have improved the quality of representation provided to clients.

YEAR 1 BUDGET

Public Defender's Office

Personnel:

- **Add a full-time Local Court Supervisor position.** This new position will be responsible for providing representation, supervising and mentoring attorneys, and providing training for trial development skills in criminal cases.
- **Add a full-time Assistant Public Defender I position.** This new, entry-level position will be responsible for handling misdemeanor cases in City Court.
- **Add two (2) full-time Assistant Public Defender II positions.** These new positions will be responsible for handling misdemeanor and felony cases.
- **Add a full-time Assistant Public Defender III position.** This new position will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Add a full-time Assistant Public Defender IV position.** This new position will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Add a full-time Assistant Public Defender V position.** This new position will be responsible for serious and violent felony cases.
- **Add a full-time Paralegal position.** This new position will be responsible for drafting motions and performing legal research in criminal cases.
- **Add a full-time Social Services Coordinator position.** This new position will be responsible for assisting clients in criminal cases with various needs, connecting with social workers and case managers, assisting with program eligibility, and other resources.
- **Add a full-time Legal Secretary position.** This new position will be responsible for assisting attorneys with administrative tasks, including opening and closing files, Case Management System data entry, among other tasks in criminal cases.
- **Add a full-time Receptionist position.** This new position will be responsible for addressing inquiries from clients, the court, and the general public in criminal cases.
- **Provide a salary increase for eight (8) attorney positions.** The salary increase will raise the lowest salaried attorney positions to the new entry-level amount of \$65,000.00 to be able to retain current employees and attract high-quality candidates.

- **Provide a stipend for the Data Officer position.** An existing employee will assume the additional responsibility of liaising with ILS on behalf of the County for all providers and operationalizing the data requirements; current responsibilities of this employee will be shifted to other staff.

Contracted/Consultant:

- **Enhance the availability of expert services.** Expert services at an hourly rate ranging from \$50-\$750, plus travel/mileage, will be used in criminal cases to improve the quality of representation.
- **Enhance the availability of transcription services.** Services will be provided a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** Onboarding expenses for 11 new positions include office furniture; computers, tablets, equipment and software; Wi-Fi internet connection; and legal reference material.

Conflict Defender's Office

Personnel:

- **Add a full-time Supervising Administrator position.** This new position will support the criminal defense attorneys, open and close files, assist with data collection and perform data entry on behalf of the attorneys.

Contracted/Consultant:

- **Enhance availability of investigative and expert services.** These services will assist attorneys with criminal defense preparation. Investigative services will be provided at an hourly rate ranging from \$75-\$125. Expert services will be provided at an hourly rate ranging from \$250-\$750, plus travel/mileage.

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include computer equipment; office supplies; conferences, training, and tuition.

Assigned Counsel Plan

Personnel:

- **Add a full-time Supervising Attorney position.** This new position will be responsible for supervising and mentoring panel attorneys.

Contracted/Consultant:

- **Provide funding for mentoring services for attorneys.** Experienced attorneys will provide mentoring services and second-chair programs at an hourly rate of \$150.00 to train less experienced attorneys to improve skills for criminal court representation.
- **Provide supplemental funding of specialized services.** Services will include experts at hourly rates of \$100-\$750, plus travel/mileage; investigators at hourly rates of \$50-\$150; interpreters at hourly rates of \$50-\$150; social workers at hourly rates of \$50-\$150; and transcription services at a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include supplies; computers; office furniture; Continuing Legal Education (CLE)/training; books, trial manuals, and Westlaw; and travel/mileage.

YEAR 2 BUDGET

Public Defender's Office

Personnel:

- **Continue the full-time Local Court Supervisor position.** This position is responsible for providing representation, supervising and mentoring attorneys, and providing training for trial development skills in criminal cases.
- **Continue the full-time Assistant Public Defender I.** This entry-level position is responsible for handling misdemeanor cases in City Court.
- **Continue the two (2) full-time Assistant Public Defender II positions added in year 1 and add two (2) new Assistant Public Defender II positions in Year 2.** These positions will be responsible for handling misdemeanor and felony cases.

- **Continue the full-time Assistant Public Defender III position added in Year 1 and add three (3) new Assistant Public Defender III positions in Year 2.** These positions will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Continue the full-time Assistant Public Defender IV position added in Year 1 and add one (1) new Assistant Public Defender IV position in Year 2.** These positions will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Continue the full-time Assistant Public Defender V position.** This position is responsible for serious and violent felony cases.
- **Continue the full-time Paralegal position.** This position is responsible for drafting motions and performing legal research in criminal cases.
- **Continue the full-time Social Services Coordinator position.** This position is responsible for assisting clients in criminal cases with various needs, connecting with social workers and case managers, assisting with program eligibility, and other resources.
- **Continue the full-time Legal Secretary position added in Year 1 and add two (2) full-time Legal Secretary positions in Year 2.** These positions are responsible for assisting attorneys with administrative tasks, including opening and closing files, Case Management System data entry, among other tasks in criminal cases.
- **Continue the full-time Receptionist position.** This position is responsible for addressing inquiries from clients, the court, and the general public in criminal cases.
- **Continue the salary increase for the Assistant Public Defender I attorney positions.** The salary increase will raise the lowest salaried attorney positions to the new entry-level amount of \$65,000.00 to be able to retain current employees and attract high-quality candidates.
- **Data Officer position.** In Year 2, this will transition from a stipend position in the PD Office to a full-time position in the Assigned Counsel Program (see below).
- **Add a full-time Director of Training position.** This senior staff level position will be responsible for implementing the Public Defender Office’s plan to become a CLE certified agency, providing quality training programs to staff and others including the Alternate Public Defender and 18-b Assigned Counsel, delivering individual and group presentations, and providing “one-on-one” mentoring.
- **Add a full-time Felony Supervisor position.** This position will report directly to the Chief Assistant and Public Defender and will be responsible for supervising the attorneys handling felony-level cases.

- **Add two (2) full-time Clerk II positions.** These positions will assist attorneys in data collection, data entry, file management, and file maintenance, thereby allowing the attorneys to spend more time in case preparation, client communication, and other case-related activities.
- **Provide salary increases for the Confidential Secretary and two (2) Criminal Investigators.** These salary increases reflect the increased responsibilities for these positions, recognizes their experience and skills, and establishes salary parity, thereby promoting staff retention.
- **Provide funding to enhance the salary of the attorney who provides representation at first appearance (CAFA attorney).** This funding will enhance the \$50,000 in salary per year available in the ILS Counsel at First Appearance grant for a full-time attorney to provide CAFA representation. This salary is too low to recruit a qualified applicant. The salary will be increased by \$15,000, allowing the PD Office to hire a qualified entry-level attorney.
- **Provide funding for student interns.** This funding will bolster the PD Office's current student intern program, which reduces the caseloads of PD Office attorneys and serves as a valuable recruitment mechanism for the PD Office. Student interns are paid \$15 to \$30 per hour, depending on their education experience and skills.

Contracted/Consultant:

- **Enhance the availability of experts and other specialized services.** This funding is used to retain experts and other non-attorney professionals, including social workers, interpreters, mitigation specialists, investigators, etc. These experts and specialized services are paid an hourly rate ranging from \$50-\$750 depending on the expert's experience, specialty, and level of expertise. The funding includes travel/mileage reimbursement. The funding also includes transcription services (for court transcripts) which are provided a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** These expenses include the following:
 - Onboarding expenses for new positions, including office furniture, cubicles, desktop computers, and a water cooler for staff
 - Computer equipment/laptops
 - Legal reference materials, including print material, books, periodicals, and on-line legal research materials
 - Office Supplies
 - Smartphones and cell phones, including hardware, software, user fees/service agreements, and "hotspots" (i.e. Wi-Fi internet connection)
 - Photocopier (leasing, service agreement/maintenance, and cartridges/toner)

- Professional Organization/Association Membership dues/fees
 - Tablets/Cell phones, including all associated hardware and service fees
 - Mileage rate/travel expenses at the standard IRS rate for client meetings and to courts
- **Provide funding for Continuing Legal Education (CLE) Trainings and other professional trainings.** This funding will be used for the PD Office to host CLE's and other professional trainings (including refreshments, print materials, training space and travel expenses for speakers), as well as for PD Office staff to attend CLE trainings, other professional trainings, meetings, and convenings hosted by other organizations registration fees and travel expenses, including mileage, lodging, meals, etc.

Conflict Defender's Office

Personnel:

- **Continue the full-time Supervising Administrator position.** This position supports the criminal defense attorneys, open and close files, assist with data collection and perform data entry on behalf of the attorneys.
- **Add a full-time Mitigation Specialist Attorney position.** This position will engage in sentencing advocacy by conducting life-history investigations that identify clients' personal and mitigating circumstances and, where appropriate, also identify behavioral health needs and connect clients to services. This position will also handle post-sentencing matters, such a CPL 440 motions, CPL 180.85 hearings, restitution and probation resentencing proceedings, etc.
- **Add a full-time Legal Secretary position.** This position will support attorneys by handling legal documents, scheduling case-related matters in accord with statutory timeframes, drafting legal correspondence and templates, and conducting legal research.
- **Provide funding for a salary increase for the Alternate Assistant Public Defender.** The salary increase will establish parity between this position and other attorneys in the office and promote retention.

Contracted/Consultant:

- **Enhance availability of investigative, expert, and specialized services.** These services will assist attorneys with criminal defense preparation. Investigative services will be provided at an hourly rate ranging from \$75-\$125. Experts and other specialized services are paid an hourly rate ranging from \$50-\$750, depending on the expert's experience, specialty, and level of expertise. The funding includes travel/mileage reimbursement. The funding can also be used for transcription services (for court transcripts) which are provided a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include:
 - Office Supplies
 - Computer Equipment
 - CLE Trainings, other professional trainings, meetings and convenings, including costs associated with the Conflict Defender Office hosting CLE Trainings and other trainings (refreshments, training space, and travel expenses for speakers), and for CD Office staff to attend CLE Trainings, other professional trainings, meetings, and convenings hosted by others (registration fees and associated travel expenses)
 - Professional Organization/Association Membership dues/fees

Assigned Counsel Plan

Personnel:

- **Continue the full-time Supervising Attorney position.** This position is responsible for supervising and mentoring panel attorneys. The increased salary is to attract a high-quality, experienced applicant.
- **Add a full-time Secretary position.** This position will perform administrative and secretary duties and will assist in processing panel attorney vouchers.
- **Add a full-time Data Officer/Grants Manager position.** This position will work closely with the three Albany County providers of mandated representation to ensure they are collecting, maintaining, and reporting on all ILS data requirements. This position will also assist in the fiscal management of ILS competitive and non-competitive grants.

Contracted/Consultant:

- **Continue funding for mentoring services for attorneys.** Experienced attorneys will provide mentoring services at an hourly rate of \$150.00 to train less experienced attorneys to improve skills for criminal court representation.
- **Continue funding for specialized services.** Services will include experts at hourly rates of \$100-\$750, plus travel/mileage; investigators at hourly rates of \$50-\$150; interpreters at hourly rates of \$50-\$150; social workers at hourly rates of \$50-\$150; and transcription services at a rate of \$1.75-\$7.50 per page.
- **Provide funding for a Second Chair Program.** This funding will support the assignment of panel attorneys to serve as second-chairs in more complex cases or as a means of training for less experienced attorneys. Second chair attorneys will be paid the statutory rate (currently \$60/hr. for misdemeanors and \$75/hr. for felonies).

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include:
 - CLE Trainings, other professional trainings, meetings, convenings, and seminars (registration fees and associated travel expenses)
 - Office supplies and furniture
 - Legal reference materials, books, trial manuals, and on-line research materials (Westlaw and Lexis)
 - Travel/mileage reimbursement for ACP staff
 - Computers/equipment and smart devices for new staff, associated software and data plans/subscription fees (including specialized software for Data Officer)



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

PHILIP F. CALDERONE, ESQ.
DEPUTY COUNTY EXECUTIVE

April 18, 2019

Hand Delivered

Honorable Paul T. Devane, Clerk
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Devane:

Please be advised, that pursuant to Section 309(b)(i) of the Albany County Charter, I hereby approve Resolution No. 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, and 160 by the Albany County Legislature at its meeting held on April 8, 2019.

Sincerely,

Daniel P. McCoy
Daniel P. McCoy
Albany County Executive

DPM/kb

- cc: Honorable Andrew Joyce, Chairman, Albany County Legislature
- Honorable Michael F. Conners, II, Albany County Comptroller, Department of audit and Finance
- Kevin Cannizzaro, Esq., Majority Counsel, Albany County Legislature
- Arnis Zilgme, Esq., Minority Counsel, Albany County Legislature
- Daniel C. Lynch, Esq., County Attorney, Albany County Department of Law
- Edward L. Dott, Executive Deputy Comptroller, Albany County Department of Audit and Control
- David M. Latina, Commissioner, Albany County Department of General Services
- Anthony J. Fontanelli, Associate Operations Supervisor, Albany County Department of Audit and Control

Receiver Signature:
Deliverer Signature:
Date:
Time:

[Handwritten Signature]

[Handwritten Signature]

 4/18/19
 8:00am

RESOLUTION NO. 151

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2019 ALBANY COUNTY BUDGET

Introduced: 4/8/19

By Audit and Finance and Law Committees:

WHEREAS, The County Executive and Albany County Public Defender have indicated that the State of New York has committed to expanding the Hurrell-Harring settlement on a statewide basis thereby increasing the availability of legal representation for indigent defendants in Albany County including ensuring the accessibility of counsel at arraignments, establishing caseload limits for counsel, and increasing the availability of experts, and

WHEREAS, the County Executive and Albany County Public Defender have further indicated that the Albany County Public Defender, Alternate Defender, and Assigned Counsel Program will directly benefit from this increased funding and it will be used to pay for added personnel, contractual expert services, training, mentoring, and other indigent defense resources, and

WHEREAS, The County Executive and Public Defender have requested authorization to enter into a five year agreement with the New York State Office of Indigent Legal Services regarding the aforementioned full statewide implementation Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending on March 31, 2023, and

WHEREAS, The County Executive has further indicated that the County of Albany will be entitled to funds in the amount of \$1,750,920 for the 2019 calendar year, and

WHEREAS, This Honorable Body has already provided for funding to the Public Defender's Office through the Adopted 2019 County Budget, however a budget amendment is necessary to incorporate the additional funding that will be received from the state for 2019, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is hereby authorized to enter into an agreement with the New York State Offices of Indigent Legal Services regarding the statewide implementation of the Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending March 31, 2023, and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Budget is amended as follows:

Increase Revenue Account A3338 Statewide Implementation by \$249,125

Increase Appropriation Account A1172.1 by \$113,800 by creating and increasing the following Line Items:

Line Item A1172 1 2002 Supervising Attorney by \$85,000

Line Item A1172 1 9935 Law Intern Program by \$28,800

Increase Appropriation Account A1172.4 by \$90,275 by increasing the following Line Items:

Line Item A1172 4 4046 Fees For Services by \$50,000

Line Item A1172 4 4039 Conferences/Training/Tuition by \$30,000

Line Item A1172 4 4020 Office Supplies by \$4,000

Line Item A1172 4 4040 Books/Transcripts/Subscripys by \$4,275

Line Item A1172 4 4038 Travel-Mileage/Freight by \$2,000

Increase Appropriation Account A1172.8 by \$45,050 by creating and increasing the following Line Items:

Line Item A1172 8 9010 State Retirement by \$15,305

Line Item A1172 8 9030 Social Security by \$6,460

Line Item A1172 8 9060 Hospital and Medical Insurance by \$23,285

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 4/8/19

RESOLUTION NO. 220

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Introduced: 7/13/20

By Law and Audit and Finance Committees:

WHEREAS, By Resolution No. 151, this Honorable Body authorized a five-year agreement with the New York State Office of Indigent Legal Services regarding the statewide expansion of the Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending March 31, 2023, and

WHEREAS, The Albany County Executive, on behalf of the Public Defender, Alternate Public Defender, and Assigned Counsel Program, has requested authorization to amend the aforementioned agreement to reflect the finalized second year plan as approved by the New York State Office of Indigent Legal Services, and

WHEREAS, The Albany County Executive, on behalf of the Public Defender, Alternate Public Defender, and Assigned Counsel Program has also requested a budget amendment to reflect changes made during finalization process, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to amend the five-year agreement with the New York State Office of Indigent Legal services to reflect the finalized second year plan, and, be it further

RESOLVED, That the 2020 Albany County Budget is hereby amended as follows:

Decrease Appropriation Account A1170.4 by \$10,000 by decreasing Line Item A1170 4 4038 Travel Mileage Freight by \$10,000

Increase Appropriation Account A1170.4 by \$10,000 by increasing the following line items:

Increase Line Item A1170 4 4040 Books/Transcripts/Subscripts by \$5,000

Increase Line Item A1170 4 4300 Association Dues by \$5,000

Decrease Appropriation Account A1171.4 by \$6,500 by decreasing Line Item A1171 4 4046 Fees for Services by \$6,500

Increase Appropriation Account A1171.4 by \$6,500 by increasing Line Item A1171 4 4300 Association Dues by \$6,500

Decrease Appropriation Account A1172.1 by \$28,800 by decreasing Line Item A1172 1 9935 Law Intern Program by \$28,800

Decrease Appropriation Account A1172.4 by \$29,371 by decreasing Line Item A1172 4 4071 Property Repair and Rental by \$29,371

Increase Appropriation Account A1172.4 by \$58,171 by increasing the following line items:

Increase Line Item A1172 4 4306 Mentor Program by \$28,800

Increase Line Item A1172 4 4310 Second Chair Program by \$29,371

and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DEBORAH C. RIITANO
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

May 26, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to amend the Memorandum of Understanding (MOU) with Department of Social Services to provide additional Home Delivered Meal assessments. Due to the increased demand and need for Home Delivered Meals within Albany County has also increased the need for additional assessment units/hours.

Department for Aging (DFA) operates a home delivered meal program for the older adults in Albany County designed to foster good health through the provision of home delivered meals. Over the past year, Department of Social Services (DSS) has performed the required assessments and reassessments for older adults referred to the Home Delivered Meal program, which has provided meals to eligible homebound frail older adults in Albany County.

Department of Social Services has requested additional funding due to an increase in Home Delivered Meals for eligible older adults in Albany County. This Amendment, to the prior approved MOU for \$52,500.00, increases the MOU amount by \$4,350.00, totaling \$56,850.00.

Amendment Amount - \$4,350.00
Funding Source - 100% - State

Contract Term - 4/1/2019 - 3/31/2020
Budget Amendment - No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1669, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to amend Memorandum of Understanding (MOU) with Department of Social Services to provide Central Assessment Services

Date: 5/19/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Department of Social Services
162 Washington Avenue
Albany, New York 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$4,350.00

Scope of Services: The Department for Aging (DFA) requests legislative approval to amend the Memorandum Of Understanding with the Department of Social Services for provisions of Central Assessment Services. Home Delivered Meals and Adult Day Care services provided to older adults age 60 and older require qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment, utilizing the Comprehensive Assessment for Aging Services and Supports (COMPASS).

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6772, 03781
Revenue Amount: \$4,350.00

Appropriation Account and Line: AA6772, 44425
Appropriation Amount: \$4,350.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 75%
County: 25%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2019 -3/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 309
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative approval to amend the Memorandum of Understanding (MOU) with Department of Social Services to provide additional Home Delivered Meal assessments. Due to the increased demand and need for Home Delivered Meals within Albany County has also increased the need for additional assessment units/hours.

Department for Aging (DFA) operates a home delivered meal program for the older adults in Albany County designed to foster good health through the provision of home delivered meals. Over the past year, Department of Social Services (DSS) has performed the required assessments and reassessments for older adults referred to the Home Delivered Meal program, which has provided meals to eligible homebound frail older adults in Albany County.

Department of Social Services has requested additional funding due to an increase in Home Delivered Meals for eligible older adults in Albany County. This Amendment, to the prior approved MOU for \$52,500.00, increases the MOU amount by \$4,350.00, totaling \$56,850.00.

FINAL ALLOCATION SCHEDULE - STATE FISCAL YEAR 2019-20

County	Allocation
Albany	\$478,417
Allegany	203,942
Broome	265,301
Cattaraugus	213,908
Cayuga	211,101
Chautauqua	256,548
Chemung	216,232
Chenango	203,985
Clinton	206,964
Columbia	208,342
Cortland	202,641
Delaware	205,566
Dutchess	265,912
Erie	1,103,608
Essex	202,762
Franklin	206,104
Fulton	208,044
Genesee	204,950
Greene	204,348
Herkimer	211,641
Jefferson	214,163
Lewis	141,188
Livingston	144,803
Madison	205,038
Monroe	593,894
Montgomery	209,232
Nassau	1,056,370
Niagara	269,333
Oneida	473,791
Onondaga	503,025
Ontario	209,235
Oranget	467,121
Orleans	200,823
Oswego	214,821
Otsego	207,395
Pulnam	144,612
Rensselaer	252,012
Rockland	260,334
St Lawrence	218,836
Saratoga	217,082
Schenectady	252,080
Schoharie	142,086
Schuyler	138,691
Seneca	141,078
Steuben	216,730
Suffolk	980,387
Sullivan	211,226
Tioga	143,229
Tompkins	204,941
Ulster	256,020
Warren/Hamilton	207,015
Washington	205,327
Wayne	209,370
Westchester	1,046,568
Wyoming	142,967
Yates	140,947
New York City	10,820,867
Seneca Nation	69,109
St Regis Mohawk	69,140
Total	\$27,283,000

RESOLUTION NO. 309**AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to provide home delivered meal services to eligible seniors in Albany County as well as the assessments required for the provision of those meals, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept grant funding from the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 8/12/19

RESOLUTION NO. 221

AMENDING RESOLUTION NO. 309 FOR 2019 REGARDING HOME DELIVERED MEAL ASSESSMENTS

Introduced: 7/13/20
By Elder Care Committee:

WHEREAS, By Resolution No. 309 for 2019, this Honorable Body authorized an interdepartmental agreement between the Albany County Department for Aging and the Albany County Department of Social Services to provide home delivered meal assessments for seniors in Albany County, and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the agreement with the Department of Social Services to reflect an additional amount of \$4,350 for a new total amount of \$56,850 for the provision of additional home delivered meal assessments, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 309 for 2019 is hereby amended in the amount of \$4,350 to reflect a new total amount of \$56,850 rather than \$52,500 for the term commencing April 1, 2019 and ending March 31, 2020 for the provision of additional home delivered meal assessments, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

May 5, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into the second year of a three (3) year contract with Coretactics Healthcare Consulting who will be providing clinical supervision to ensure compliance with Federal and State regulatory agencies. In addition, they will consult and manage our clinical staff to ensure that CMS Quality Measures are being implemented as per the standards that have a direct impact on reimbursement and the CMS 5 Star Rating system.

As stated above, this contract will be for one (1) year at a not to exceed amount of \$150,000.00. We respectfully request approval of this professional services and educational contract.

Thank you for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1663, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Coretactics Healthcare Consulting to Provide Clinical Supervision

Date: May 5, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Coretactics Healthcare Consulting, Inc.
250 Osborne Road
Albany, New York 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$150,000.00

Scope of Services: Coretactics Healthcare Consulting will provide education, monitoring, supervision of clinical intervention(s) to clinical personnel to ensure compliance with CMS and NYSDOH regulatory requirements, to improve the CMS Five Star Ratings and Quality Measures.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: CMS and NYSDOH

File #: TMP-1663, Version: 1

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH 6020 44046
Appropriation Amount: \$150,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) November 1, 2020 - October 31, 2021
Length of Contract: 12 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 465
Date of Adoption: 11/12/2019

Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center is required to meet CMS and NYSDOH requirements of participation and compliance to quality measures that are utilized to establish our Five Star CMS rating that has a direct effect on reimbursement. Our clinical staff require consulting from an expert in the field to assure that these standards are adhered too. Coretactics Healthcare Consulting through the RFP process was awarded a three year contract, in one year intervals, we are requesting to enter into a contract with Coretactics Healthcare Consulting for the second year.



Albany County Contract Management System

This Site: Albany County Cont

Albany County Contract Management System > Request for Contract Approval > 5125

Request for Contract Approval : 5125

New Item | Edit Item | Delete Item | Workflows | Alert Me

Request ID #	5125
Department	NH6020 - Nursing Home
Contract Type	C) County Legislative Contracts
Contract Action	A) New
Contract Action Type	N) None
Resolution #	19-465
Date Submitted	11/27/2019 12:00 AM
Expiration Date	10/31/2020 12:00 AM
Contact Person	Slatky, Larry
Contact Phone	518-869-2231
Contact Email	larry.slatky@shakerplace.org
Vendor Info	<p>Name: Coretactics Healthcare Consulting, Inc.</p> <p>Address: 250 Osborne Road, Albany, New York 12205</p>
Estimated Amount	150,000.00
Estimated Term	11/1/2019 - 10/31/2020
Scope of Service	Coretactics Healthcare Consulting will provide education, monitoring, supervision and clinical intervention(s) to clinical personnel to ensure compliance with CMS and NYSDOH regulatory requirements, to improve the CMS Five Star Ratings and Quality Measures.
Budget Line	NH6020
Point 2 or 4	4
Line Item	4,069.00
Budget Line	Account Code
Point 2 or 4	

Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Fiscal Impact - County	1.00
Fiscal Impact - State	0.00
Fiscal Impact - Federal	0.00
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Anticipated in Current Budget	Yes
BID, RFP, RFQ Completed?	Yes - RFP
BID/RFP/RFQ #	2019-090
Additional Comments	Please note that the current Coretactics contract expired October 31, 2019, therefore, this contract will commence November 1, 2019 and will conclude October 31, 2020. Coretactics was the only bidder.
Attachments	Coretactics Award Letter.pdf Coretactics Healthcare Consulting Resolution No 465.pdf Coretactics RFP Response.pdf

DMB Section

DMB Approval	Yes
Reason for Disapproval	<div></div>
Not to Exceed Amount	150,000.00
Date of Approval or Disapproval	11/27/2019 12:00 AM
If CAB contract, Date approved by CAB	
If Legislative contract, Date approved by Legislature	
Contract ID #	5,225

Law Section

Law receives request to prepare contract	12/3/2019 12:00 AM
Law receives back-up documentation to prepare contract	
Law sends draft of contract to Dept for review	
Law sends final contract to department	
Law sends signed contract to CEO to sign	
Law sends signed contract to Comptrollers office and requesting department.	
Completed Date	

Created at 11/27/2019 11:51 AM by Slatky, Larry
 Last modified at 12/3/2019 8:36 AM by Berghela, Teresa

AGREEMENT
 BETWEEN
 THE COUNTY OF ALBANY
 AND
 CORETACTICS HEALTHCARE CONSULTING, INC.
 FOR
 NURSE CONSULTING SERVICES AT
 THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Resolution No. 465 of 2019—passed November 12, 2019

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and Coretactics Healthcare Consulting, Inc., a New York corporation with its principal office at 250 Osborne Road, Albany, New York 12205 (hereinafter, the "Contractor"). The County and Contractor may each individually be referred to as the "[P]arty" and together as the "[P]arties" as appropriate.

WITNESSETH:

WHEREAS, the County (on behalf of the Shaker Place Rehabilitation and Nursing Center) has a need for Nurse Consulting Services, said request having been denominated RFP #2019—090, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the "Purchasing Division") on August 8, 2019 and published on August 15, 2019 (hereinafter called the "RFP"); and

WHEREAS, in response thereto, the Contractor has submitted a proposal to provide the aforementioned nurse consulting services on August 28, 2019 (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid nurse consulting services on September 18, 2019; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the aforesaid nurse consultant services from November 1, 2019 through October 31, 2020 via Resolution No. 465 of 2019, adopted November 12, 2019; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated herein and made a part hereof in its entirety by reference; and the 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 this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide MDS Case Management Review Services to the Shaker Place Rehabilitation and Nursing Center, located at 780 Albany Shaker Road, according to the Scope of Services and Addendum contained within the RFP. Such services shall include:

- 2.1 The Contractor shall devote its attention to:
 - Focus on regulatory compliance with NYS & Federal updates.
 - Focus on continuous quality improvement and enhancement of publicly reporting outcomes NYS Nursing home Quality Initiative.
 - Focus on continued development of the Nursing Services Department.
 - Focus on continued process improvement through evidence based practices.
- 2.2 Within the scope of regulatory compliance:
 - Design and implement a Continuous Survey Readiness system. Work with the DON and ADON to ensure the process is implemented and integrated into the QAPI Program.
 - Develop processes and programs to ensure regulatory compliance with the upcoming Phase 3 CMS Requirements of Participation (Trauma Informed Care Program, Ethics & Compliance Program, QAPI Data Collection & Utilization, Etc.).
 - Ensure processes are in place to comply with additional NYS and Federal regulatory changes occurring after Phase 3 implementation.
- 2.3 Within the scope of quality improvement:

- Work collaboratively with the facility leadership staff to identify opportunities for improvement in the publicly reported quality measures (CMS 5 Star Rating, CASPER Reports, NYS NHQI and VBP).
- Provide education and recommendations to key leadership throughout the development of the AHCA Silver Quality Award.

2.4 Within the scope of workforce development:

- Provide continued support and act as a resource to the Director of Nursing to enhance clinical services and promote continued growth in the department.
- Assist the Director of Quality Improvement with the review of investigations and implementation of corrective actions if indicated.
- Provide support to the Staff Development office to enhance clinical competency and implement programs to improve retention.
- Mentor the Infection Preventionist with a focus on:
 - Regulatory compliance & reporting requirements.
 - Establishing best practices in infection and prevention & control.
 - Data collection, tracking and trending.
 - Understanding and updating infection control policies and competencies
 - Infection control rounds.
 - Antibiotic stewardship and tracking progress.
- Mentor the Assistant Director of Nursing and RN Supervisors on effective management skills; leadership, organizational, and communication skills, supervisory skills as well as day-to-day management and long-term planning of the resident unit.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an annual amount not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

3.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

3.3 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on November 1, 2019 and continue in effect until October 31, 2020. At the end of the initial one-year contract term, the Agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals, upon mutual agreement of the Parties. Each renewal shall be dependent upon a renewal of all terms within this Agreement; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. EXTRA WORK

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

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 14. RELATIONSHIP OF THE PARTIES

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

ARTICLE 15. INDEMNIFICATION

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

ARTICLE 16. INSURANCE COVERAGE

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

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

ARTICLE 17. NON-COLLUSIVE BIDDING

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

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. ACCOUNTING RECORDS

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

ARTICLE 20. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 160.103), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 160.103) other than as permitted or required by this

Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 160.103) or as Required By Law (as defined in 45 CFR § 164.103). The Contractor shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth in Schedule B, attached hereto and made a part hereof.

ARTICLE 21. NON-APPROPRIATIONS

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

ARTICLE 22. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE 23. LICENSES

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

ARTICLE 24. PARTIAL INVALIDITY

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

ARTICLE 25. HEADINGS – CONSTRUCTION

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

ARTICLE 26. NOTICES

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

ARTICLE 27. GOVERNING LAW

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

ARTICLE 28. MODIFICATION

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

ARTICLE 29. EXECUTION OF DOCUMENTS

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

ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

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

ARTICLE 31. ENTIRE AGREEMENT

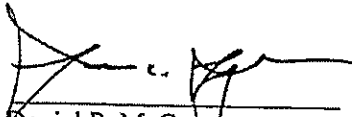
This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

[The Rest of The Page Left Intentionally Blank]

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

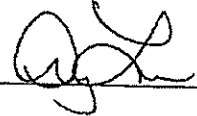
COUNTY OF ALBANY

DATED: 1/7/20

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

CORETACTICS HEALTHCARE
CONSULTING INC.

DATED: 1/2/20

BY: 

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

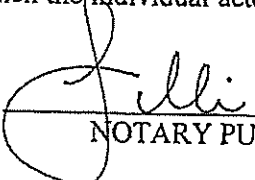
On the ___ day of _____, 20__, before me, the undersigned, personally appeared DANIEL P. McCOY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 7 day of January, 2020, before me, the undersigned, personally appeared DANIEL C. LYNCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

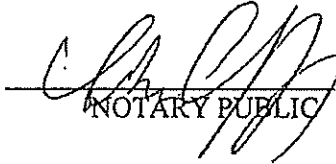
MICHAEL A. LALLI
NOTARY PUBLIC STATE OF NEW YORK
No. 01LA6322016
Qualified in Albany County
My Commission Expires March 30, 2023


NOTARY PUBLIC

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

On the 2nd day of January, 2020, before me, the undersigned, personally appeared Amy Lee 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

THOMAS COFFEY
Notary Public, State of New York
Qualified in Albany County
Reg. No. 4794092
Commission Expires March 30, 2023


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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

SCHEDULE B

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be November 1, 2019 and continue until October 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Schedule B, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not

cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Schedule B, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

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

RESOLUTION NO. 465

AUTHORIZING AN AGREEMENT WITH CORETACTICS HEALTHCARE CONSULTING, INC. REGARDING NURSE CONSULTING SERVICES FOR SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Coretactics Healthcare Consulting, Inc. regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in the amount of \$150,000 for the term commencing November 1, 2019 and ending October 31, 2020, and

WHEREAS, The Department of Residential Health Care Facilities, through the County Purchasing Agent, issued a request for proposals regarding certified nursing assistant services and one proposal was received, and

WHEREAS, The Department of Residential Health Care Facilities reviewed said bid and recommended awarding a contract to Coretactics Healthcare Consulting, Inc. as the sole bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Coretactics Healthcare Consulting, Inc., Albany, NY 12205 regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing November 1, 2019 and ending October 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 11/12/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of November 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2019.

A handwritten signature in cursive script, appearing to read "Paul V. Deane".

Clerk, Albany County Legislature

RESOLUTION NO. 222

AUTHORIZING AN AGREEMENT WITH CORETACTICS HEALTHCARE CONSULTING, INC. REGARDING NURSE CONSULTING SERVICES FOR SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 7/13/20

By Elder Care Committee:

WHEREAS, By Resolution No. 465 for 2019, this Honorable Body authorized an agreement with Coretactics Healthcare Consulting, Inc. regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing November 1, 2019 and ending October 31, 2020, and

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into the first of two one-year options to renew an agreement with Coretactics Healthcare Consulting, Inc. regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in the amount of \$150,000 for the term commencing November 1, 2020 and ending October 31, 2021, and

WHEREAS, The Executive Director indicated that Coretactics Healthcare Consulting, Inc. will provide education, monitoring, and supervision to ensure compliance with regulatory requirements, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Coretactics Healthcare Consulting, Inc., Albany, NY 12205 regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing November 1, 2020 and ending October 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



ALBANY COUNTY SHERIFF'S OFFICE

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

May 15, 2020

Honorable Andrew Joyee, Chairman
Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Chairman Joyee:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow for purchases totaling more than \$100,000.00.

Albany County has entered into a grant contract with the State of New York, Division of Homeland Security and Emergency Services for the 2018 Technical Rescue and Urban Search and Rescue Program, as authorized by RLA 19-272 and 19-506.

The aforesaid contract resulted in a bid process whereby bid number RFB-2020-063 was issued. The bid process resulted in a bid of \$122,381.15, by Municipal Emergency Services of 66 Firemen's Way, Poughkeepsie, New York 12603 and they were the lowest bidder.

The funds for this purchase are from grant funds awarded to the Albany County Sheriff's Office totaling \$149,973.00, with no match. These grant funds will be utilized to enhance/maintain the capabilities of local emergency response teams that provide Technical Rescue and Urban Search and Rescue services.

The grant performance period is October 1, 2019 to August 31, 2021.

This grant application was authorized under resolutions 19-272 and the grant contract was authorized under RLAQ 19-506.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple Sr.
Craig D. Apple Sr.
Sheriff

Att.

- Cc: Hon. Daniel P. McCoy, County Executive
- Hon. William Clay, Public Safety Chairman
- Hon. Wanda Willingham, Audit and Finance Committee
- Kevin Cannizzaro, Esq., Majority Counsel
- Hon. Arnis Zilgme, Esq., Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : MAY 19, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR
 COMMITTEE MEETING: PUBLIC SAFETY

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT (SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____
- THE SHERIFF'S OFFICE IS LOOKING TO PURCHASE EQUIPMENT TOTALING MORE THAN \$100,000
- AS PART OF THE 2018 TECHNICAL RESCUE AND URBAN SEARCH AND RESCUE GRANT

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) X
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ PARTY (NAME/ADDRESS): _____
 MUNICIPAL EMERGENCY SERVICES
 66 FIREMANS WAY
 POUGHKEEPSIE, NY 12603
 AMOUNT/RATE SCHEDULE/FEE: _____
 \$122,381.15
 TERM: _____ ONE TIME PURCHASE
 SCOPE OF SERVICES: PURCHASE OF EQUIPMENT TO BE USED BY MUTI-
 DISCIPLINE RESPONDERS

CONTRACT FUNDING: _____
 ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
 FUNDING SOURCE: _____
 COUNTY BUDGET ACCOUNTS:
 REVENUE: _____
 APPROPRIATION: _____
 BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:
 MANDATED PROGRAM/SERVICE: _____ YES _____ NO X
 IF MANDATED CITE: AUTHORITY _____
 ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X
 IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)
 FEDERAL _____
 STATE _____
 COUNTY 100%
 TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION: _____
 RESOLUTION/LAW NUMBER: _____
 DATE OF ADOPTION: _____

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
 LEGISLATIVE APPROVAL IS NEEDED FOR PURCHASES OF \$100,000 OR MORE.
 GRNAT FUNDS ARE BEING USED FOR THIS PURCHASE AND WILL BE FULLY REIMBURSED.
 VENDOR WAS THE LOW BIDDER.

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
 BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
 AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
 TITLE: SHERIFF

RESOLUTION NO. 272

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE TECHNICAL RESCUE AND URBAN SEARCH AND RESCUE GRANT PROGRAM.

Introduced: 7/8/19
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to the New York State Division of Homeland Security and Emergency Services regarding the Technical Rescue and Urban Search and Rescue Grant Program in the amount of \$150,000 for the term commencing September 1, 2019 and ending August 31, 2021, and

WHEREAS, The Sheriff has indicated that this funding will be used for the purchase of equipment utilized by multi-discipline responders when responding to a structural collapse, rope rescue, or trench rescue operation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Division of Homeland Security and Emergency Services regarding the Technical Rescue and Urban Search and Rescue Grant Program in the amount of \$150,000 for the term commencing September 1, 2019 and ending August 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said application as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote - 7/8/19
Mr. A. Joyce abstained*

RESOLUTION NO. 506

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2018 TECHNICAL RESCUE AND URBAN SEARCH AND RESCUE PROGRAM AND AMENDING THE 2019 SHERIFFS OFFICE BUDGET

Introduced: 11/12/19
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services (DHSES) regarding grant funding for the 2018 Technical Rescue and Urban Search and Rescue Program in the amount of \$149,973 with no County match, for a term commencing October 1, 2019 and ending August 31, 2021, and

WHEREAS, The Sheriff has indicated that the grant funds will be used to purchase equipment to enhance the capabilities of the regional search and rescue team and has requested a budget amendment to appropriate the aforementioned grant funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with DHSES regarding grant funding for the 2018 Technical Rescue and Urban Search and Rescue Program in the amount of \$149,973 with no County match, for a term commencing October 1, 2019 and ending August 31, 2021, and, be it further

RESOLVED, That the 2019 Sheriff's Office Budget it amended as follows:

Increase Revenue Account A3306 Homeland Security by \$149,973

Increase Appropriation Account A3110.2 by \$149,973 by increasing Line Item A3110 2 2750 Security Equipment by \$149,973

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote - 11/12/19
Mr. A. Joyce abstained.*

BID FORM

BID IDENTIFICATION:

Title: Emergency Services Equipment
Bid Number: RFB-2020-063

COMPANY: Municipal Emergency Services

ADDRESS: 66 Firemens Way

CITY, STATE, ZIP: Poughkeepsie, NY 12603

TEL. NO.: 800-560-8030

FAX NO.: _____

FEDERAL TAX ID NO.: 65-1051374

REPRESENTATIVE: Randy M. Cherubino

E-MAIL: RCherubino@mesfire.com

SIGNATURE AND TITLE: Randy Sales Rep

DATE: 05/05/2020

Agency	ITEM	CMC ITEM #	PRICE EACH	QUANTITY	Total Cost
ACSO	PETZL R/HAND ASCENDER	#345023	\$ 71.78	6	\$ 430.68
ACSO	CONTERRA HITCH ANCHOR PLATE	ROCKNRESC UE	\$ 228.27	4	\$ 913.08
ACSO		#RHP1			
ACSO	ATOM RESCUE HARNESS	#202122 SMALL	\$ 417.37	6 (2-SMALL)	\$ 2504.22
ACSO		#202124 MEDIUM		(2-MEDIUM)	
ACSO		#202125 LARGE		(2-LARGE)	
ACSO	HURLEY PICKET ANCHOR SYSTEM	#303500	\$ 877.80	1	\$ 877.80
ACSO	NOTCH Big Shot Throw Line Launcher Deluxe Kit	#SET1025	\$ N/A	1	\$ N/A

Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
AFD	Dewalt 60v reciprocating saw w/ charger and 2 batteries	DCS388T2	\$ 462.00	1	\$ 462.00
AFD	Dewalt 60v 16 inch chainsaw w/ battery	DCCS670X1	\$ 418.00	1	\$ 418.00
AFD	Yates Spec Pak	721903	\$ 1650.00	1	\$ 1650.00
AFD	Paratech air cushion (14 ton) kit. (low,high lift bags)		\$ 7931.39	1	\$ 7931.39
AFD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$ 3327.33	1	\$ 3327.33
AFD	100 ft, 7/16, 6X19 EIPS wire rope	1.20 ft	\$ -	2	\$ -
AFD	3/4 inch eye/eye 12' T/U turnbuckle	1031476	\$ -	4	\$ -
AFD	1 inch eye/eye 12' T/U turnbuckle	1301573	\$ -	2	\$ -
AFD	Crosby wire rope clips (heavy duty) for 7/16 rope	1037693	\$ -	18	\$ -
AFD	1/2 inch x 250 lbs. torque wrench	426F08	\$ -	1	\$ -
AFD	Crosby Thimbles (heavy duty for 7/16 rope)	1037693	\$ -	18	\$ -
AFD	7/8 inch G-209 screw pin shackles	1018516	\$ -	2	\$ -
AFD	1 inch G-209 screw pin shackles	1018534	\$ -	2	\$ -
AFD	Custom Paratech Raker Rail 6	22-796258C	\$ 576.90	4	\$ 2307.60
AFD	Rake rail splice	22-796469	\$ 297.73	2	\$ 595.46
AFD	Rake rail latch	22-796250	\$ 190.40	8	\$ 1523.20
AFD	Raker junction base	22-796290	\$ 447.70	2	\$ 895.40
AFD	Rail Junction	22-796280	\$ 499.93	2	\$ 999.86

BF5

AFD	Raker Angle Base	22-796475	\$128.80	4	\$515.20
AFD	Longshore Strut 610	22-796360	\$ 1572.67	4	\$ 6290.68
AFD	Longshore extension 635	22-796376	\$ 822.27	2	\$1644.54
AFD	Longshore extension 435	22-796356	\$ 652.40	4	\$ 1304.80
AFD	Gold extension, model 235	22-796342	\$ 493.00	4	\$ 1972.00
AFD	Longshore adjustable brace B23	22-796348	\$ 676.67	4	\$2706.68
AFD	Longshore adjustable brace B57	22-796350	\$ 828.80	4	\$ 3315.20
AFD	Nailing pad with clamp	22-796310C	\$ 428.40	6	\$2570.40
AFD	Double head steel picket	22-796P14	\$ 35.47	4	\$ 141.88
AFD	Clamp and clevis	22-796330	\$ 494.67	16	\$ 7914.72
AFD	Extension converter 3 in / 7.6 cm	22-796035	\$ 218.	2	\$ 436.
AFD	HFS longshore screw adapter	22-790019	\$ 254.80	2	\$ 509.60
AFD	Bipod conversion kit	22-796810	\$ 5204.27	1	\$ 5204.27
AFD	Rail 4 latch holder	22-796656	\$ 148.40	2	\$ 296.80

	ITEM	Item #	PRICE EACH	QUANTITY	TOTAL PRICE
Colonie	22-796430 Custom PARATECH Paratech Hammers	22-796430	117.60 \$	5	588.00 \$
Colonie	22-796006 Custom PARATECH Lockstroke Strut 19-25	22-796006	671.07 \$	4	2684.28 \$
Colonie	22-796000 Custom PARATECH Lockstroke Strut 25-36	22-796000	\$ 703.73	4	\$ 2814.92
Colonie	22-796017 Custom PARATECH Strut Extension 6	22-796017	168.93 \$	2	337.86 \$
Colonie	Strut Extension 12	22-796012	\$ 182.93	2	\$ 365.86
Colonie	Strut Extension 36	22-796036	\$ 286.53	2	\$ 573.06
Colonie	6in SWIVEL BASE	22-796060	\$ 325.00	8	\$ 2600.00
Colonie	22-887020K Custom PARATECH D/k Cushion 13 Ton (11.9mt)	22-887020K	3604.00 \$	2	7208.00 \$
Colonie	22-887015K Custom PARATECH C/k Cushion 7.4 Ton (6.7mt)	22-887015K	2535.20 \$	2	5070.40 \$
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887350	494.67 \$	2	898.34 \$
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887352	494.67 \$	2	494.67 \$
Colonie	Maxiforce Air Lifting Bag KPI-1 6in x 6in x 3/4in	22-888110G2	\$ 332.80	1	\$ 332.80
Colonie	Maxiforce Air Lifting Bag KPI-3 6in x 12in x 3/4in	22-888120G2	\$ 440.80	1	\$ 440.80
Colonie	Maxiforce Air Lifting Bag KPI-5 10in x 10in x 3/4in	22-888130G2	\$ 592.80	1	\$ 592.80
Colonie	Kpi-12 Lift Bag 15 X 15 Gen2	22-888140G2	\$ 772.80	1	\$ 772.80
Colonie	Maxiforce Air Lifting Bag KPI-22 20in x 20in x 7/8 in	22-888160G2	\$ 1031.20	1	\$ 1031.80
Colonie	Kpi-17 Lift Bag 15 X 21 G2	22-888150G2	\$ 822.40	1	\$ 822.40
Colonie	Maxiforce Air Lifting Bag KPI-32 24in x 24in x 7/8	22-888170G2	\$ 1154.40	1	\$ 1154.40
Colonie	22-888190G2				

	Custom PARATECH Kpi-44 Alb 28x28 (711x711mm)	22-888190G2	\$ 1831.20	1	\$ 1831.20
Colonie	Dual Deadman Air Lifting Bag Controller G3	22-890900G3-150	\$ 742.00	2	\$ 1484.00
Colonie	REGULATOR G2 200 PSI CGA	22-895401G2	\$ 644.00	1	\$ 644.00
Colonie	INLINE RELIEF VALVE 165 PSI	22-890490-150	\$ 171.73	2	\$ 343.46
Colonie	22-890730 Custom PARATECH Double Male Nipple	22-890730	\$ 17.73	2	\$ 35.46
Colonie	PAKHAMMER 90 KIT	22-550505	\$ 5331.00	1	\$ 5661.00
Colonie	22-550595 Custom PARATECH Ph Bit-20" Spade, 3" Wide	22-550595	\$ 203.47	1	\$ 203.47
Colonie	Husqvarna K970	K970	\$ -	1	\$ -
Colonie	Little Giant 1200 lb wagon truck, perforated deck, 24x36"	LDW2436-6X-10P	\$ -	1	\$ -
Colonie	Milwaukee M18 FUEL, 18 Volt lithium framing nailer		\$ -	2	\$ -
Colonie	Milwaukee M18 high output 12.0Ah batteries		\$ -	2	\$ -
Colonie	Milwaukee M18 6 port battery charger		\$ -	1	\$ -
Colonie	Milwaukee M18 FUEL 18 volt lithium ion cordless 7 1/4 inch circular saw		\$ -	1	\$ -

Agency	ITEM		PRICE EACH	QUANTITY	Total Cost
Troy FD	Custom Paratech Raker Rail 6	22-796258C	\$ 579.60	4	\$ 2315.40
Troy FD	Rake rail splice	22-796469	\$ 297.73	2	\$ 595.46
Troy FD	Rake rail latch	22-796250	\$ 190.40	8	\$ 1523.20
Troy FD	Raker junction base	22-796290	\$ 447.07	2	\$ 894.14
Troy FD	Rail Junction	22-796280	\$ 499.33	2	\$ 998.66
Troy FD	Raker Angle Base	22-796475	\$ 128.80	4	\$ 515.20
Troy FD	Longshore Strut 610	22-796360	\$ 1572.67	4	\$ 6290.68
Troy FD	Longshore extension 635	22-796376	\$ 822.27	2	\$ 1644.54
Troy FD	Longshore extension 435	22-796356	\$ 652.40	4	\$ 2609.60
Troy FD	Gold extension, model 235	22-796342	\$ 460.13	4	\$ 1840.52
Troy FD	Longshore adjustable brace B23	22-796348	\$ 676.67	4	\$ 2706.68
Troy FD	Longshore adjustable brace B57	22-796350	\$ 828.80	4	\$ 3315.20
Troy FD	Nailing pad with clamp	22-796310C	\$ 428.40	6	\$ 2570.40
Troy FD	Hinged base 12 w/ anchor ring	22-796180C	\$ 534.80	4	\$ 2139.20
Troy FD	Double head steel picket	22-796P14	\$ 35.47	4	\$ 141.88
Troy FD	Clamp and clevis	22-796330	\$ 494.67	16	\$ 7914.72
Troy FD	hydraFusion strut 10 kit	22-79HA10K	\$ 3647.00	2	\$ 7294.00
Troy FD	Extension converter 3 in / 7.6 cm	22-796035	\$ 218.00	2	\$ 436.00
Troy FD	HFS lonshore screw adapter	22-790019	\$ 254.80	2	\$ 509.60
Troy FD	Bipod conversion kit	22-796810	\$ 5204.27	1	\$ 5204.27
Troy FD	Rail 4 latch holder	22-796656	\$ 148.40	2	\$ 296.80
Troy FD	Custom Paratech Grade 100 chain 20ft (6.09m)	22796C1H	\$ 382.67	2	\$ 765.34
Troy FD	Ratchet bekt 27 " Wll 3300 lbs	22-890553	\$ 126.00	3	\$ 378.00

Troy FD	Tiedown key w/ J Hook	22-796161	\$43.87	2	\$87.74
Troy FD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	3327.33	1	\$3327.33

COUNTY OF ALBANY

REQUEST FOR BIDS #2020-063
Emergency Services Equipment

REQUEST FOR SUBSTITUTION APPROVAL

Indicate the make and model of the _____ which you wish to submit for Albany County's consideration:

We are not requesting or submitting for substitution.

Attach manufacturer's descriptive literature and return to:

Albany County Purchasing Division
112 State Street, Room #1000
Albany, NY 12207

or fax to: (518) 447-5588

Deadline for submission of substitution approval requests is Friday, May 1, 2020 by close of business (4:30 p.m.).

VENDOR: Municipal Emergency Services

REPRESENTATIVE: R. Cherubino

ADDRESS: 61 Freeman Way

CITY, STATE, ZIP: Poughkeepsie, NY 12003

TEL. NO.: 518 429 3174

FAX NO.: _____

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

May 5, 2020
Date

W.M. Pr
Signature
VP Finance
Title
Municipal Emergency Services, Inc
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

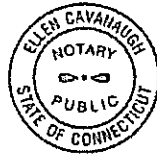
On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

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

If Corporation:

STATE OF CT)
COUNTY OF Fairfield) SS.:

On this 5th day of May, 2020 before me personally appeared Ward Petrie to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) Vice President, Finance of the (name of corporation) Municipal Emergency Services, 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.



Ellen Cavanaugh
NOTARY PUBLIC
State of Connecticut
My Commission Expires
May 31, 2021

[Signature]
Notary Public, State of Connecticut
Qualified in Litchfield CT
Commission Expires May 31, 2021

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

**ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Municipal Emergency Services</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>65-1051374</i> b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: <i>MES</i>		5. WEBSITE ADDRESS (if applicable) <i>www.mesfire.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>12 TURNBERRY LANE 2nd FLOOR SANDY HOOK</i>		7. TELEPHONE NUMBER <i>CT 203-304-4104</i>	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> <i>66 FIREMEN'S WAY POUGHKEEPSIE, NY 12603</i>		10. TELEPHONE NUMBER <i>518 928 3174</i>	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Randy Chrobino</i> Title <i>Sales</i> Telephone Number <i>518 928 3174</i> Fax Number e-mail <i>rchrobino@mesfire.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Andy Hubregger</i>	TITLE <i>OWNER Partner</i>	b) NAME	TITLE
c) NAME <i>Milly Bonnet</i>	TITLE <i>General Partner</i>	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

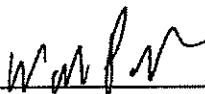
1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual,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

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

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

VP Finance

Title

Municipal
Emergency Services, Inc.

Company Name

May 5, 2020

Date

Agency	ITEM	CMC ITEM #	PRICE EACH	QUANTITY	Total Cost
ACSO	PETZL R/HAND ASCENDER	#345023	\$71.78	6	\$430.68
ACSO	CONTERRA HITCH ANCHOR PLATE	ROCKNRESCUE	\$228.27	4	\$913.08
ACSO		#RHP1			
ACSO	ATOM RESCUE HARNESS	#202122 SMALL	\$417.37	6 (2-SMALL)	\$2,504.22
ACSO		#202124 MEDIUM		(2-MEDIUM)	
ACSO		#202125 LARGE		(2-LARGE)	
ACSO	HURLEY PICKET ANCHOR SYSTEM	#303500	\$ 877.80	1	\$ 877.80
ACSO	Notch Big Shot Throw Line Launcher Deluxe Kit	#SET1025	No Bid	1	No Bid

ACSO Bid
Total : \$ 4,725.78

Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
AFD	Dewalt 60v reciprocating saw w/ charger and 2 batteries	DCS388T2	\$462.00	1	\$462.00
AFD	Dewalt 60v 16 inch chainsaw w/ battery	DCCS670X1	\$418.00	1	\$418.00
AFD	Yates Spec Pak	721903	\$1,650.00	1	\$ 1,650.00
AFD	Paratech air cushion (14 ton) kit. (low.high lift bags)		\$7,931.39	1	\$7,931.39
AFD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$3,327.33	1	\$ 3,327.33
AFD	100 ft, 7/16, 6X19 EIPS wire rope	1.20 ft	No bid	2	No bid
AFD	3/4 inch eye/eye 12' T/U turnbuckle	1031476	No bid	4	No bid
AFD	1 inch eye/eye 12' T/U turnbuckle	1301573	No bid	2	No bid
AFD	Crosby wire rope clips (heavy duty) for 7/16 rope	1037693	No bid	18	No bid
AFD	1/2 inch x 250 lbs. torque wrench	426F08	No bid	1	No bid
AFD	Crosby Thimbles (heavy duty for 7/16 rope)	1037693	No bid	18	No bid
AFD	7/8 inch G-209 screw pin shackles	1018516	No bid	2	No bid
AFD	1 inch G-209 screw pin shackles	1018534	No bid	2	No bid
AFD	Custom Paratech Raker Rail 6	22-796258C	\$ 576.90	4	\$ 2,307.60
AFD	Rake rail splice	22-796469	\$ 297.73	2	\$ 595.46
AFD	Rake raiilatch	22-796250	\$ 190.40	8	\$ 1,523.20
AFD	Raker junction base	22-796290	\$ 447.70	2	\$ 895.40
AFD	Rail Junction	22-796280	\$ 499.93	2	\$ 999.86

AFD	Raker Angle Base	22-796475	\$ 128.80	4	\$ 515.20
AFD	Longshore Strut 610	22-796360	\$ 1,572.67	4	\$ 6,290.68
AFD	Longshore extension 635	22-796376	\$ 822.27	2	\$1,644.54
AFD	Longshore extension 435	22-796356	\$ 652.40	4	\$2,609.60
AFD	Gold extension, model 235	22-796342	\$ 493.00	4	\$1,972.00
AFD	Longshore adjustable brace B23	22-796348	\$ 676.67	4	\$ 2,706.68
AFD	Longshore adjustable brace B57	22-796350	\$ 828.80	4	\$ 3,315.20
AFD	Nailing pad with clamp	22-796310C	\$ 428.40	6	\$ 2,570.40
AFD	Double head steel picket	22-796P14	\$ 35.47	4	\$ 141.88
AFD	Clamp and clevis	22-796330	\$ 494.67	16	\$ 7,914.72
AFD	Extension converter 3 in / 7.6 cm	22-796035	\$ 218.00	2	\$ 436.00
AFD	HFS lonshore screw adapter	22-790019	\$ 254.80	2	\$ 509.60
AFD	Bipod conversion kit	22-796810	\$ 5,204.27	1	\$ 5,204.27
AFD	Rail 4 latch holder	22-796656	\$ 148.40	2	\$ 296.80

AFD Total Bid: **\$56,237.81**

	ITEM	Item #	PRICE EACH	QUANTITY	TOTAL PRICE
Colonie	22-796430 Custom PARATECH Paratech Hammers	22-796430	\$ 117.60	5	\$ 588.00
Colonie	22-796006 Custom PARATECH Lockstroke Strut 19-25	22-796006	\$ 671.07	4	\$ 2,684.28
Colonie	22-796000 Custom PARATECH Lockstroke Strut 25-36	22-796000	\$ 703.73	4	\$ 2,814.92
Colonie	22-796017 Custom PARATECH Strut Extension 6	22-796017	\$ 168.93	2	\$ 337.86
Colonie	Strut Extension 12	22-796012	\$ 182.93	2	\$ 365.86
Colonie	Strut Extension 36	22-796036	\$ 286.53	2	\$ 573.06
Colonie	6in SWIVEL BASE	22-796060	\$ 325.00	8	\$ 2,600.00
Colonie	22-887020K Custom PARATECH D/k Cushion 13 Ton (11.9mt)	22-887020K	\$ 3,604.00	2	\$ 7,208.00
Colonie	22-887015K Custom PARATECH C/k Cushion 7.4 Ton (6.7mt)	22-887015K	\$ 2,535.20	2	\$ 5,070.40
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887350	\$ 494.67	2	\$ 989.34
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887352	\$ 494.67	2	\$ 989.34
Colonie	Maxiforce Air Lifting Bag KPI-1 6in x 6in x 3/4in	22-888110G2	\$ 332.80	1	\$ 332.80
Colonie	Maxiforce Air Lifting Bag KPI-3 6in x 12in x 3/4in	22-888120G2	\$ 440.80	1	\$ 440.80
Colonie	Maxiforce Air Lifting Bag KPI-5 10in x 10in x 3/4in	22-888130G2	\$ 592.80	1	\$ 592.80
Colonie	Kpi-12 Lift Bag 15 X 15 Gen2	22-888140G2	\$ 772.80	1	\$ 772.80
Colonie	Maxiforce Air Lifting Bag KPI-22 20in x 20in x 7/8 in	22-888160G2	\$ 1,031.20	1	\$ 1,031.20
Colonie	Kpi-17 Lift Bag 15 X 21 G2	22-888150G2	\$ 882.40	1	\$ 822.40
Colonie	Maxiforce Air Lifting Bag KPI-32 24in x 24in x 7/8	22-888170G2	\$ 1,154.40	1	\$ 1,154.40
Colonie	22-888190G2 Custom PARATECH	22-888190G2	\$ 1,831.20	1	\$ 1,831.20

	Kpi-44 Alb 28x28 (711x711mm)				
Colonie	Dual Deadman Air Lifting Bag Controller G3	22-890900G3-150	\$ 742.00	2	\$ 1,484.00
Colonie	REGULATOR G2 200 PSI CGA	22-895401G2	\$ 644.00	1	\$ 644.00
Colonie	INLINE RELIEF VALVE 165 PSI	22-890490-150	\$ 171.73	2	\$ 343.46
Colonie	22-890730 Custom PARATECH Double Male Nipple	22-890730	\$ 17.73	2	\$ 35.46
Colonie	PAKHAMMER 90 KIT	22-550505	\$ 5,331.00	1	\$ 5,331.00
Colonie	22-550595 Custom PARATECH Ph Bit-20" Spade, 3" Wide	22-550595	\$ 203.47	1	\$ 203.47
Colonie	Husqvarna K970	K970	No bid	1	No bid
Colonie	Little Giant 1200 lb wagon truck, perforated deck, 24x36"	LDW2436-6X-10P	No bid	1	No bid
Colonie	Milwaukee M18 FUEL, 18 Volt lithium framing nailer		No bid	2	No bid
Colonie	Milwaukee M18 high output 12.0Ah batteries		No bid	2	No bid
Colonie	Milwaukee M18 6 port battery charger		No bid	1	No bid
Colonie	Milwaukee M18 FUEL 18 volt lithium ion cordless 7 1/4 inch circular saw		No bid	1	No bid

Colonie Bid
Total: \$ 39,240.85

Agency	ITEM		PRICE EACH	QUANTITY	Total Cost
Troy FD	Custom Paratech Raker Rail 6	22-796258C	\$ 579.60	4	\$ 2,318.40
Troy FD	Rake rail splice	22-796469	\$ 297.73	2	\$ 595.46
Troy FD	Rake rail latch	22-796250	\$ 190.40	8	\$ 1,523.20
Troy FD	Raker junction base	22-796290	\$ 447.07	2	\$ 894.14
Troy FD	Rail Junction	22-796280	\$ 499.33	2	\$ 998.66
Troy FD	Raker Angle Base	22-796475	\$ 128.80	4	\$ 515.20
Troy FD	Longshore Strut 610	22-796360	\$ 1,572.67	4	\$ 6,290.68
Troy FD	Longshore extension 635	22-796376	\$ 822.27	2	\$ 1,644.54
Troy FD	Longshore extension 435	22-796356	\$ 652.40	4	\$ 2,609.60
Troy FD	Gold extension, model 235	22-796342	\$ 460.13	4	\$ 1,840.52
Troy FD	Longshore adjustable brace B23	22-796348	\$ 676.67	4	\$ 2,706.68
Troy FD	Longshore adjustable brace B57	22-796350	\$ 828.80	4	\$ 3,315.20
Troy FD	Nailing pad with clamp	22-796310C	\$ 428.40	6	\$ 2,570.40
Troy FD	Hinged base 12 w/ anchor ring	22-796180C	\$ 534.80	4	\$ 2,139.20
Troy FD	Double head steel picket	22-796P14	\$ 35.47	4	\$ 141.88
Troy FD	Clamp and clevis	22-796330	\$ 494.67	16	\$ 7,914.72
Troy FD	hydraFusion strut 10 kit	22-79HA10K	\$ 3,647.00	2	\$ 7,294.00
Troy FD	Extension converter 3 in / 7.6 cm	22-796035	\$ 218.00	2	\$ 436.00
Troy FD	HFS lonshore screw adapter	22-790019	\$ 254.80	2	\$ 509.60
Troy FD	Bipod conversion kit	22-796810	\$ 5,204.27	1	\$ 5,204.27
Troy FD	Rail 4 latch holder	22-796656	\$ 148.40	2	\$ 296.80
Troy FD	Custom Paratech Grade 100 chain 20ft (6.09m)	22796C1H	\$ 382.67	2	\$ 765.34
Troy FD	Ratchet bekt 27 " Wll 3300 lbs	22-890553	\$ 126.00	3	\$ 378.00

Troy FD	Tiedown key w/ J Hook	22-796161	\$ 43.87	2	\$ 87.74
Troy FD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$3,327.33	1	\$3,327.33

Troy FD Bid
Total: **\$ 56,317.56**

Total Bid
for all
agencies: **\$ 156,522**

Agency	ITEM	ITEM #	PRICE EACH	QUANTITY
ACSO	PETZL R/HAND ASCENDER	#345023	\$ 71.78	6
ACSO	ATOM RESCUE HARNESS	#202122 SMALL	\$ 417.37	6 (2-SMALL)
ACSO		#202124 MEDIUM		(2-MEDIUM)
ACSO		#202125 LARGE		(2-LARGE)
AFD	Dewalt 60v reciprocating saw w/ charger and 2 batteries	DCS388T2	\$ 462.00	1
AFD	Dewalt 60v 16 inch chainsaw w/ battery	DCCS670X1	\$ 418.00	1
AFD	Yates Spec Pak	721903	\$ 1,650.00	1
AFD	Custom Paratech Raker Rail 6	22-796258C	\$ 576.90	4
AFD	Rake rail splice	22-796469	\$ 297.73	2
AFD	Rake raillatch	22-796250	\$ 190.40	8
AFD	Raker junction base	22-796290	\$ 447.70	2
AFD	Rail Junction	22-796280	\$ 499.93	2
AFD	Raker Angle Base	22-796475	\$ 128.80	4
AFD	Longshore Strut 610	22-796360	\$ 1,572.67	4
AFD	Longshore extension 635	22-796376	\$ 822.27	2
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AFD	Gold extension, model 235	22-796342	\$ 493.00	4
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AFD	HFS lonshore screw adapter	22-790019	\$ 254.80	2
AFD	Bipod conversion kit	22-796810	\$ 5,204.27	1
Colonie	22-887020K Custom PARATECH D/k Cushion 13 Ton (11.9mt)	22-887020K	\$ 3,604.00	2
Colonie	22-887015K Custom PARATECH C/k Cushion 7.4 Ton (6.7mt)	22-887015K	\$ 2,535.20	2
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887350	\$ 494.67	2
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887352	\$ 494.67	2
Colonie	Maxiforce Air Lifting Bag KPI-1 6in x 6in x 3/4in	22-888110G2	\$ 332.80	1
Colonie	Maxiforce Air Lifting Bag KPI-3 6in x 12in x 3/4in	22-888120G2	\$ 440.80	1
Colonie	Maxiforce Air Lifting Bag KPI-5 10in x 10in x 3/4in	22-888130G2	\$ 592.80	1
Colonie	Kpi-12 Lift Bag 15 X 15 Gen2	22-888140G2	\$ 772.80	1

Colonie	Maxiforce Air Lifting Bag KPI-22 20in x 20in x 7/8 in	22-888160G2	\$ 1,031.20	1
Colonie	Kpi-17 Lift Bag 15 X 21 G2	22-888150G2	\$ 882.40	1
Colonie	Maxiforce Air Lifting Bag KPI-32 24in x 24in x7/8	22-888170G2	\$ 1,154.40	1
Colonie	22-888190G2 Custom PARATECH Kpi-44 Alb 28x28 (711x711mm)	22-888190G2	\$ 1,831.20	1
Colonie	Dual Deadman Air Lifting Bag Controller G3	22-890900G3-150	\$ 742.00	2
Colonie	REGULATOR G2 200 PSI CGA	22-895401G2	\$ 644.00	1
Colonie	INLINE RELIEF VALVE 165 PSI	22-890490-150	\$ 171.73	2
Colonie	22-890730 Custom PARATECH Double Male Nipple	22-890730	\$ 17.73	2
Colonie	PAKHAMMER 90 KIT	22-550505	\$ 5,331.00	1
Troy FD	Custom Paratech Raker Rail 6	22-796258C	\$ 579.60	4
Troy FD	Rake rail splice	22-796469	\$ 297.73	2
Troy FD	Rake rail latch	22-796250	\$ 190.40	8
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Troy FD	Rail Junction	22-796280	\$ 499.33	2
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Troy FD	Longshore Strut 610	22-796360	\$ 1,572.67	4
Troy FD	Longshore extension 635	22-796376	\$ 822.27	2
Troy FD	Longshore extension 435	22-796356	\$ 652.40	4
Troy FD	Gold extension, model 235	22-796342	\$ 460.13	4
Troy FD	Longshore adjustable brace B23	22-796348	\$ 676.67	4
Troy FD	Longshore adjustable brace B57	22-796350	\$ 828.80	4
Troy FD	Nailing pad with clamp	22-796310C	\$ 428.40	6
Troy FD	Hinged base 12 w/ anchor ring	22-796180C	\$ 534.80	4
Troy FD	Double head steel picket	22-796P14	\$ 35.47	4
Troy FD	Clamp and clevis	22-796330	\$ 494.67	16
Troy FD	hydraFusion strut 10 kit	22-79HA10K	\$ 3,647.00	2
Troy FD	Extension converter 3 in / 7.6 cm	22-796035	\$ 218.00	2
Troy FD	HFS lonshore screw adapter	22-790019	\$ 254.80	2
Troy FD	Bipod conversion kit	22-796810	\$ 5,204.27	1
Troy FD	Rail 4 latch holder	22-796656	\$ 148.40	2
Troy FD	Custom Paratech Grade 100 chain 20ft (6.09m)	22796C1H	\$ 382.67	2
Troy FD	Ratchet bekt 27 " WII 3300 lbs	22-890553	\$ 126.00	3
Troy FD	Tiedown key w/ J Hook	22-796161	\$ 43.87	2
Troy FD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$ 3,327.33	1

Total Cost	
\$	430.68
\$	2,504.22
\$	462.00
\$	418.00
\$	1,650.00
\$	2,307.60
\$	595.46
\$	1,523.20
\$	895.40
\$	999.86
\$	515.20
\$	6,290.68
\$	1,644.54
\$	2,609.60
\$	1,972.00
\$	2,706.68
\$	3,315.20
\$	436.00
\$	509.60
\$	5,204.27
\$	7,208.00
\$	5,070.40
\$	989.34
\$	989.34
\$	332.80
\$	440.80
\$	592.80
\$	772.80

\$ 1,031.20
\$ 822.40
\$ 1,154.40
\$ 1,831.20
\$ 1,484.00
\$ 644.00
\$ 343.46
\$ 35.46
\$ 5,331.00
\$ 2,318.40
\$ 595.46
\$ 1,523.20
\$ 894.14
\$ 998.66
\$ 515.20
\$ 6,290.68
\$ 1,644.54
\$ 2,609.60
\$ 1,840.52
\$ 2,706.68
\$ 3,315.20
\$ 2,570.40
\$ 2,139.20
\$ 141.88
\$ 7,914.72
\$ 7,294.00
\$ 436.00
\$ 509.60
\$ 5,204.27
\$ 296.80
\$ 765.34
\$ 378.00
\$ 87.74
\$ 3,327.33

\$ 122,381.15

COUNTY OF ALBANY

**REQUEST FOR BIDS
ALBANY COUNTY SHERIFF**



RFB #2020-063

EMERGENCY SERVICES EQUIPMENT

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

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

NON-BIDDER RESPONSE

RFB #2020-063

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restricting.
- Bond requirements are too restricting.
- Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to firm.
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

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: Emergency Services Equipment RFB NUMBER: 2020-063

Receipt Confirmation Form

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

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

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

Company Name: ALL-LIFTS, INC.

Address: 27-39 THATCHER ST.

City: ALBANY State: NEW YORK Zip Code: 12207

Contact Person: DENNIS GARDNER

Title: INSIDE SALES SPECIALIST

Phone Number: 518-465-3461 Fax Number: 518-465-0342 E-Mail: D.GARDNER@ALL-LIFTS.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: 518-465-0342 E-Mail: D.GARDNER@ALL-LIFTS.COM

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2020-063**

Sealed Bids for Emergency Services Equipment as requested by the Albany County Sheriff will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 7, 2020.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **April 23, 2020**.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
(April 14, 2020)

PUBLISH ONE DAY -- (Thursday, April 23, 2020) -- THE EVANGELIST
PUBLISH ONE DAY -- (Thursday, April 23, 2020) -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Emergency Services Equipment**
- 1.2 Requesting Department: **Sheriff**
- 1.3 Bid Number: **2020-063**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Emergency Services Equipment** as requested by **The Albany County Sheriff's Office**
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.
- 2.4 This Request for Bids is a cooperative venture between Albany County, Albany Fire Department, Colonie and Troy Fire Department. Any pricing offered to Albany County under this RFB shall be extended to these agencies.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 A.M. ON Thursday, May 7, 2020, at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.2 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified

to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7.4 All bidders must document five (5) or more years in the business of providing **Emergency Services Equipment**.

SECTION 8: SECTION NOT IN USE

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: SECTION NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

13.2 Requests for substitution must be reviewed and approved by the County prior to receipt of bids. Vendors wishing to quote substitute equipment shall complete and return the "Request for Substitution Approval" form, along with complete specifications and manufacturer's descriptive literature, by **Friday, May 1, 2020** to the Albany County Purchasing Division. Requests shall be submitted to the Albany County Purchasing Agent at 112 State Street, Room #1000, Albany NY 12207, or via fax to (518) 447-5588.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
 Albany County Purchasing Agent
 112 State Street, ***Room 1000***
 Albany, NY 12207
 Telephone: (518) 447-7140
 Facsimile: (518) 447-5588
 Email: Karen.storm@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

- (a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated.

Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.

22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

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

22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business

operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is

the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

29.3 In an effort to assist contractors with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: SECTION NOT IN USE

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (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 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 NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, 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 County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: SECTION NOT IN USE

SECTION 35: SECTION NOT IN USE

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Emergency Services Equipment
Bid Number: RFB-2020-063

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) NONE

Date	Number
------	--------

(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.

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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:
- Dennis Gardner
-
-
-
- Phone: 518-465-3461 Fax: 518-465-0342
- E-mail: D.GARDNER@ALL-LIFTS.COM
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Emergency Services Equipment
Bid Number: RFB-2020-063

COMPANY: ALL-LIFTS, INC.

ADDRESS: 27-39 THATCHER ST.

CITY, STATE, ZIP: ALBANY, NY 12207


TEL. NO.: 518-465-3461

FAX NO.: 518-465-0342

FEDERAL TAX ID NO.: 14-1494450

REPRESENTATIVE: STEVEN R. DEWEY

E-MAIL: SDEWEY@ALL-LIFTS.COM

SIGNATURE AND TITLE: 
PRESIDENT

DATE: 5/5/2020

Agency	ITEM	CMC ITEM #	PRICE EACH	QUANTITY	Total Cost
ACSO	PETZL R/HAND ASCENDER	#345023	\$	6	\$
ACSO	CONTERRA HITCH ANCHOR PLATE	ROCKNRESCUE	\$	4	\$
ACSO		#RHP1			
ACSO	ATOM RESCUE HARNESS	#202122 SMALL	\$	6 (2-SMALL)	\$
ACSO		#202124 MEDIUM		(2-MEDIUM)	
ACSO		#202125 LARGE		(2-LARGE)	
ACSO	HURLEY PICKET ANCHOR SYSTEM	#303500	\$	1	\$
ACSO	NOTCH Big Shot Throw Line Launcher Deluxe Kit	#SET1025	\$	1	\$

Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
AFD	Dewalt 60v reciprocating saw w/ charger and 2 batteries	DCS388T2	\$	1	\$
AFD	Dewalt 60v 16 inch chainsaw w/ battery	DCCS670X1	\$	1	\$
AFD	Yates Spec Pak	721903	\$	1	\$
AFD	Paratech air cushion (14 ton) kit. (low.high lift bags)		\$	1	\$
AFD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$ 3476.00	1	\$ 3476.00
AFD	100 ft, 7/16, 6X19 EIPS wire rope	1.20 ft	\$ 1.20 FT.	2	\$ 240.00
AFD	3/4 inch eye/eye 12' T/U turnbuckle	1031476	\$ 111.75	4	\$ 447.00
AFD	1 inch eye/eye 12' T/U turnbuckle	1301573	\$ 196.44	2	\$ 392.88
AFD	Crosby wire rope clips (heavy duty) for 7/16 rope	1037693	\$ 1.58	18	\$ 28.44
AFD	1/2 inch x 250 lbs. torque wrench	426F08	\$	1	\$
AFD	Crosby Thimbles (heavy duty for 7/16 rope)	1037693	\$1.58	18	\$28.44
AFD	7/8 inch G-209 screw pin shackles	1018516	\$ 40.78	2	\$ 81.56
AFD	1 inch G-209 screw pin shackles	1018534	\$ 55.02	2	\$ 110.04
AFD	Custom Paratech Raker Rail 6	22-796258C	\$	4	\$
AFD	Rake rail splice	22-796469	\$	2	\$
AFD	Rake rail latch	22-796250	\$	8	\$
AFD	Raker junction base	22-796290	\$	2	\$
AFD	Rail Junction	22-796280	\$	2	\$

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AFD	Raker Angle Base	22-796475	\$	4	\$
AFD	Longshore Strut 610	22-796360	\$	4	\$
AFD	Longshore extension 635	22-796376	\$	2	\$
AFD	Longshore extension 435	22-796356	\$	4	\$
AFD	Gold extension, model 235	22-796342	\$	4	\$
AFD	Longshore adjustable brace B23	22-796348	\$	4	\$
AFD	Longshore adjustable brace B57	22-796350	\$	4	\$
AFD	Nailing pad with clamp	22-796310C	\$	6	\$
AFD	Double head steel picket	22-796P14	\$	4	\$
AFD	Clamp and clevis	22-796330	\$	16	\$
AFD	Extension converter 3 in / 7.6 cm	22-796035	\$	2	\$
AFD	HFS lonshore screw adapter	22-790019	\$	2	\$
AFD	Bipod conversion kit	22-796810	\$	1	\$
AFD	Rail 4 latch holder	22-796656	\$	2	\$

	ITEM	Item #	PRICE EACH	QUANTITY	TOTAL PRICE
Colonie	22-796430 Custom PARATECH Paratech Hammers	22-796430	\$	5	\$
Colonie	22-796006 Custom PARATECH Lockstroke Strut 19-25	22-796006	\$	4	\$
Colonie	22-796000 Custom PARATECH Lockstroke Strut 25-36	22-796000	\$	4	\$
Colonie	22-796017 Custom PARATECH Strut Extension 6	22-796017	\$	2	\$
Colonie	Strut Extension 12	22-796012	\$	2	\$
Colonie	Strut Extension 36	22-796036	\$	2	\$
Colonie	6in SWIVEL BASE	22-796060	\$	8	\$
Colonie	22-887020K Custom PARATECH D/k Cushion 13 Ton (11.9mt)	22-887020K	\$	2	\$
Colonie	22-887015K Custom PARATECH C/k Cushion 7.4 Ton (6.7mt)	22-887015K	\$	2	\$
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887350	\$	2	\$
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887352	\$	2	\$
Colonie	Maxiforce Air Lifting Bag KPI-1 6in x 6in x 3/4in	22-888110G2	\$	1	\$
Colonie	Maxiforce Air Lifting Bag KPI-3 6in x 12in x 3/4in	22-888120G2	\$	1	\$
Colonie	Maxiforce Air Lifting Bag KPI-5 10in x 10in x 3/4in	22-888130G2	\$	1	\$
Colonie	Kpi-12 Lift Bag 15 X 15 Gen2	22-888140G2	\$	1	\$
Colonie	Maxiforce Air Lifting Bag KPI-22 20in x 20in x 7/8 in	22-888160G2	\$	1	\$
Colonie	Kpi-17 Lift Bag 15 X 21 G2	22-888150G2	\$	1	\$
Colonie	Maxiforce Air Lifting Bag KPI-32 24in x 24in x 7/8	22-888170G2	\$	1	\$
Colonie	22-888190G2				

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	Custom PARATECH Kpi-44 Alb 28x28 (711x711mm)	22-888190G2	\$	1	\$
Colonie	Dual Deadman Air Lifting Bag Controller G3	22-890900G3-150	\$	2	\$
Colonie	REGULATOR G2 200 PSI CGA	22-895401G2	\$	1	\$
Colonie	INLINE RELIEF VALVE 165 PSI	22-890490-150	\$	2	\$
Colonie	22-890730 Custom PARATECH Double Male Nipple	22-890730	\$	2	\$
Colonie	PAKHAMMER 90 KIT	22-550505	\$	1	\$
Colonie	22-550595 Custom PARATECH Ph Bit-20" Spade, 3" Wide	22-550595	\$	1	\$
Colonie	Husqvarna K970	K970	\$	1	\$
Colonie	Little Giant 1200 lb wagon truck, perforated deck, 24x36"	LDW2436-6X-10P	\$	1	\$
Colonie	Milwaukee M18 FUEL, 18 Volt lithium framing nailer		\$	2	\$
Colonie	Milwaukee M18 high output 12.0Ah batteries		\$	2	\$
Colonie	Milwaukee M18 6 port battery charger		\$	1	\$
Colonie	Milwaukee M18 FUEL 18 volt lithium ion cordless 7 1/4 inch circular saw		\$	1	\$

Agency	ITEM		PRICE EACH	QUANTITY	Total Cost
Troy FD	Custom Paratech Raker Rail 6	22-796258C	\$	4	\$
Troy FD	Rake rail splice	22-796469	\$	2	\$
Troy FD	Rake rail latch	22-796250	\$	8	\$
Troy FD	Raker junction base	22-796290	\$	2	\$
Troy FD	Rail Junction	22-796280	\$	2	\$
Troy FD	Raker Angle Base	22-796475	\$	4	\$
Troy FD	Longshore Strut 610	22-796360	\$	4	\$
Troy FD	Longshore extension 635	22-796376	\$	2	\$
Troy FD	Longshore extension 435	22-796356	\$	4	\$
Troy FD	Gold extension, model 235	22-796342	\$	4	\$
Troy FD	Longshore adjustable brace B23	22-796348	\$	4	\$
Troy FD	Longshore adjustable brace B57	22-796350	\$	4	\$
Troy FD	Nailing pad with clamp	22-796310C	\$	6	\$
Troy FD	Hinged base 12 w/ anchor ring	22-796180C	\$	4	\$
Troy FD	Double head steel picket	22-796P14	\$	4	\$
Troy FD	Clamp and clevis	22-796330	\$	16	\$
Troy FD	hydraFusion strut 10 kit	22-79HA10K	\$	2	\$
Troy FD	Extension converter 3 in / 7.6 cm	22-796035	\$	2	\$
Troy FD	HFS lonshore screw adapter	22-790019	\$	2	\$
Troy FD	Bipod conversion kit	22-796810	\$	1	\$
Troy FD	Rail 4 latch holder	22-796656	\$	2	\$
Troy FD	Custom Paratech Grade 100 chain 20ft (6.09m)	22796C1H	\$	2	\$
Troy FD	Ratchet bekt 27 " Wll 3300 lbs	22-890553	\$	3	\$

Troy FD	Tiedown key w/ J Hook	22-796161	\$	2	\$
Troy FD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$3476.00	1	\$3476.00

COUNTY OF ALBANY

REQUEST FOR BIDS #2020-063
Emergency Services Equipment

REQUEST FOR SUBSTITUTION APPROVAL

Indicate the make and model of the _____ which you wish to submit for Albany County's consideration:

Attach manufacturer's descriptive literature and return to:

Albany County Purchasing Division
112 State Street, Room #1000
Albany, NY 12207

or fax to: (518) 447-5588

Deadline for submission of substitution approval requests is Friday, May 1, 2020 by close of business (4:30 p.m.).

VENDOR: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

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.

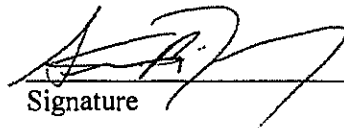
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Sales Manager

Title

ALL-LIFTS, INC.

Company Name

MAY 4, 2020

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

If Corporation:

STATE OF NY)
COUNTY OF ALBANY) SS.:

On this 5 day of MAY, 2010, before me personally appeared STEVEN R. DEWEY to me known, who, being by me sworn, did say that he resides at (give address) 64 COLUMBUS AVE WATERFOOD that he is the (give title) PRESIDENT of the (name of corporation) ALL-LIFTS 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.

JUSTIN GALCHIN
Notary Public, State of New York
Qualified In Saratoga County
Reg. No. 01GA8187434
My Commission Expires May 19, 2020

Justin Galchin
Notary Public, State of NY
Qualified in Saratoga
Commission Expires 05/19/2020

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME ALL-LIFTS, INC.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1494450 b) DUNS # 002606309	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) WWW.ALL-LIFTS.COM	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 27-39 THATCHER ST., ALBANY, NY 12207		7. TELEPHONE NUMBER 518-465-3461	8. FAX NUMBER 518-465-0342
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 Brian Dewey Title Sales Manager Telephone Number 518-465-3461 Fax Number 518-465-0342 e-mail b.dewey@all-lifts.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
STEVEN R. DEWEY	PRESIDENT	PATRICK DEWEY	VICE PRESIDENT
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : Yes No

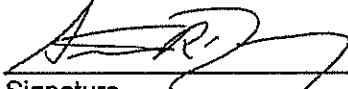
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

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

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



 Signature

PRESIDENT

 Title

ALL-LIFTS, INC.

 Company Name

5/4/2020

 Date

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must not be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• **CONTRACTOR'S RESPONSIBILITIES**

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• **DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• **COMPLIANCE**

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

- Minority: A person who is a member of one or more of the following groups:
- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
 - B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
 - C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
 - D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany
Department of Affirmative Action
Compliance Forms

COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved _____ MBE _____ WBE _____ If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

____ No MBE/WBE joint ventures with Bidder on this Contract. _____ Bidder is joint venturing with the following firm(s) (attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, _____, representative of _____ declare that the
(print) (firm)
information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: _____ Date: _____

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the 10th of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
 Department of Human Resources
 Division of Affirmative Action
 112 State Street, Room 670, Albany, NY 12207
 Phone: (518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Agency	ITEM	CMC ITEM #	PRICE EACH	QUANTITY	Total Cost
ACSO	PETZL R/HAND ASCENDER	#345023	No bid	6	No bid
ACSO	CON TERRA HITCH ANCHOR PLATE	ROCKNRESCUE	No bid	4	No bid
ACSO		#RHP1			
ACSO	ATOM RESCUE HARNESS	#202122 SMALL	No bid	6 (2-SMALL)	No bid
ACSO		#202124 MEDIUM		(2-MEDIUM)	
ACSO		#202125 LARGE		(2-LARGE)	
ACSO	HURLEY PICKET ANCHOR SYSTEM	#303500	No bid	1	No bid
ACSO	Notch Big Shot Throw Lir	#SET1025	No Bid	1	No Bid

Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
AFD	Dewalt 60v reciprocating saw w/ charger and 2 batteries	DCS388T2	No bid	1	No bid
AFD	Dewalt 60v 16 inch chainsaw w/ battery	DCCS670X1	No bid	1	No bid
AFD	Yates Spec Pak	721903	No bid	1	No bid
AFD	Paratech air cushion (14 ton) kit. (low.high lift bags)		No bid	1	No bid
AFD	TU-32 griphoist w/ 30ft. 5/8" wire rope	6XXGO	\$3,476.00	1	\$ 3,476.00
AFD	100 ft, 7/16, 6X19 EIPS wire rope	1.20 ft	\$1.20/ ft	2	\$240.00
AFD	3/4 inch eye/eye 12' T/U turnbuckle	1031476	\$111.75	4	\$447.00
AFD	1 inch eye/eye 12' T/U turnbuckle	1301573	\$196.44	2	\$392.88
AFD	Crosby wire rope clips (heavy duty) for 7/16 rope	1037693	\$1.58	18	\$28.44
AFD	1/2 inch x 250 lbs. torque wrench	426F08	No bid	1	No bid
AFD	Crosby Thimbles (heavy duty for 7/16 rope)	1037693	\$1.58	18	\$28.44
AFD	7/8 inch G-209 screw pin shackles	1018516	\$40.78	2	\$81.56
AFD	1 inch G-209 screw pin shackles	1018534	\$55.02	2	\$110.04
AFD	Custom Paratech Raker Rail 6	22-796258C	No bid	4	No bid
AFD	Rake rail splice	22-796469	No bid	2	No bid
AFD	Rake raillatch	22-796250	No bid	8	No bid
AFD	Raker junction base	22-796290	No bid	2	No bid
AFD	Rail Junction	22-796280	No bid	2	No bid

AFD	Raker Angle Base	22-796475	No bid	4	No bid
AFD	Longshore Strut 610	22-796360	No bid	4	No bid
AFD	Longshore extension 635	22-796376	No bid	2	No bid
AFD	Longshore extension 435	22-796356	No bid	4	No bid
AFD	Gold extension, model 235	22-796342	No bid	4	No bid
AFD	Longshore adjustable brace B23	22-796348	No bid	4	No bid
AFD	Longshore adjustable brace B57	22-796350	No bid	4	No bid
AFD	Nailing pad with clamp	22-796310C	No bid	6	No bid
AFD	Double head steel picket	22-796P14	No bid	4	No bid
AFD	Clamp and clevis	22-796330	No bid	16	No bid
AFD	Extension converter 3 in / 7.6 cm	22-796035	No bid	2	No bid
AFD	HFS lonshore screw adapter	22-790019	No bid	2	No bid
AFD	Bipod conversion kit	22-796810	No bid	1	No bid
AFD	Rail 4 latch holder	22-796656	No bid	2	No bid

Total for AFD: \$ 4,804.36

	ITEM	Item #	PRICE EACH	QUANTITY	TOTAL PRICE
Colonie	22-796430 Custom PARATECH Paratech Hammers	22-796430	No bid	5	No bid
Colonie	22-796006 Custom PARATECH Lockstroke Strut 19-25	22-796006	No bid	4	No bid
Colonie	22-796000 Custom PARATECH Lockstroke Strut 25-36	22-796000	No bid	4	No bid
Colonie	22-796017 Custom PARATECH Strut Extension 6	22-796017	No bid	2	No bid
Colonie	Strut Extension 12	22-796012	No bid	2	No bid
Colonie	Strut Extension 36	22-796036	No bid	2	No bid
Colonie	6in SWIVEL BASE	22-796060	No bid	8	No bid
Colonie	22-887020K Custom PARATECH D/k Cushion 13 Ton (11.9mt)	22-887020K	No bid	2	No bid
Colonie	22-887015K Custom PARATECH C/k Cushion 7.4 Ton (6.7mt)	22-887015K	No bid	2	No bid
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887350	No bid	2	No bid
Colonie	22-887350 Custom PARATECH Inline Rel 14.5psi (1 Bar) Red	22-887352	No bid	2	No bid
Colonie	Maxiforce Air Lifting Bag KPI-1 6in x 6in x 3/4in	22-888110G2	No bid	1	No bid
Colonie	Maxiforce Air Lifting Bag KPI-3 6in x 12in x 3/4in	22-888120G2	No bid	1	No bid
Colonie	Maxiforce Air Lifting Bag KPI-5 10in x 10in x 3/4in	22-888130G2	No bid	1	No bid
Colonie	Kpi-12 Lift Bag 15 X 15 Gen2	22-888140G2	No bid	1	No bid
Colonie	Maxiforce Air Lifting Bag KPI-22 20in x 20in x 7/8 in	22-888160G2	No bid	1	No bid
Colonie	Kpi-17 Lift Bag 15 X 21 G2	22-888150G2	No bid	1	No bid
Colonie	Maxiforce Air Lifting Bag KPI-32 24in x 24in x 7/8	22-888170G2	No bid	1	No bid
Colonie	22-888190G2 Custom PARATECH	22-888190G2	No bid	1	No bid

	Kpi-44 Alb 28x28 (711x711mm)				
Colonie	Dual Deadman Air Lifting Bag Controller G3	22-890900G3-150	No bid	2	No bid
Colonie	REGULATOR G2 200 PSI CGA	22-895401G2	No bid	1	No bid
Colonie	INLINE RELIEF VALVE 165 PSI	22-890490-150	No bid	2	No bid
Colonie	22-890730 Custom PARATECH Double Male Nipple	22-890730	No bid	2	No bid
Colonie	PAKHAMMER 90 KIT	22-550505	No bid	1	No bid
Colonie	22-550595 Custom PARATECH Ph Bit-20" Spade, 3" Wide	22-550595	No bid	1	No bid
Colonie	Husqvarna K970	K970	No bid	1	No bid
Colonie	Little Giant 1200 lb wagon truck, perforated deck, 24x36"	LDW2436-6X-10P	No bid	1	No bid
Colonie	Milwaukee M18 FUEL, 18 Volt lithium framing nailer		No bid	2	No bid
Colonie	Milwaukee M18 high output 12.0Ah batteries		No bid	2	No bid
Colonie	Milwaukee M18 6 port battery charger		No bid	1	No bid
Colonie	Milwaukee M18 FUEL 18 volt lithium ion cordless 7 1/4 inch circular saw		No bid	1	No bid

Agency	ITEM		PRICE EACH	QUANTITY	Total Cost
Troy FD	Custom Paratech Raker Rail 6	22-796258C	No bid	4	No bid
Troy FD	Rake rail splice	22-796469	No bid	2	No bid
Troy FD	Rake rail latch	22-796250	No bid	8	No bid
Troy FD	Raker junction base	22-796290	No bid	2	No bid
Troy FD	Rail Junction	22-796280	No bid	2	No bid
Troy FD	Raker Angle Base	22-796475	No bid	4	No bid
Troy FD	Longshore Strut 610	22-796360	No bid	4	No bid
Troy FD	Longshore extension 635	22-796376	No bid	2	No bid
Troy FD	Longshore extension 435	22-796356	No bid	4	No bid
Troy FD	Gold extension, model 235	22-796342	No bid	4	No bid
Troy FD	Longshore adjustable brace B23	22-796348	No bid	4	No bid
Troy FD	Longshore adjustable brace B57	22-796350	No bid	4	No bid
Troy FD	Nailing pad with clamp	22-796310C	No bid	6	No bid
Troy FD	Hinged base 12 w/ anchor ring	22-796180C	No bid	4	No bid
Troy FD	Double head steel picket	22-796P14	No bid	4	No bid
Troy FD	Clamp and clevis	22-796330	No bid	16	No bid
Troy FD	hydraFusion strut 10 kit	22-79HA10K	No bid	2	No bid
Troy FD	Extension converter 3 in / 7.6 cm	22-796035	No bid	2	No bid
Troy FD	HFS lonshore screw adapter	22-790019	No bid	2	No bid
Troy FD	Bipod conversion kit	22-796810	No bid	1	No bid
Troy FD	Rail 4 latch holder	22-796656	No bid	2	No bid
Troy FD	Custom Paratech Grade 100 chain 20ft (6.09m)	22796C1H	No bid	2	No bid
Troy FD	Ratchet bekt 27 " WII 3300 lbs	22-890553	No bid	3	No bid

Troy FD	Tiedown key w/ J Hook	22-796161	No bid	2	No bid
Troy FD	TU-32 gripchoist w/ 30ft. 5/8" wire rope	6XXGO	\$3,476.00	1	\$3,476.00

Total for Troy FD: **\$3,476.00**

Total Bid for all
Departments (AFD **\$8,280.36**
and Troy FD):

RESOLUTION NO. 223

AUTHORIZING AN AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES TO SUPPORT LOCAL EMERGENCY RESPONSE TEAMS THAT PROVIDE TECHNICAL RESCUE AND URBAN SEARCH AND RESCUE SERVICES

Introduced: 7/13/20
By Public Safety Committee:

WHEREAS, Pursuant to Resolution No. 506 for 2019, this Honorable Body authorized an agreement with the New York State Division of Homeland Security and Emergency Services regarding grant funding for the 2018 Technical Rescue and Urban Search and Rescue Program in the amount of \$149,973 with no County match, for a term commencing October 1, 2019 and ending August 31, 2021, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with Municipal Emergency Services using these grant funds to enhance and maintain the capabilities of local emergency response teams that provide Technical Rescue and Urban Search and Rescue services, in an amount not to exceed \$122,382 for a term commencing October 1, 2019 and ending August 31, 2021, and

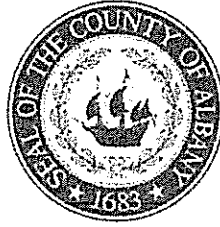
WHEREAS, The Sheriff's Office, through the County Purchasing Agent, issued a request for bids regarding the use of the grant funding and two bids were received, and

WHEREAS, The Sheriff's Office reviewed said bids and recommended awarding the contract to Municipal Emergency Services as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Municipal Emergency Services, Poughkeepsie, NY 12603 to use grant funds to enhance and maintain the capabilities of local emergency response teams that provide Technical Rescue and Urban Search and Rescue services, in an amount not to exceed \$122,382 for a term commencing October 1, 2019 and ending August 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



COUNTY OF ALBANY OFFICE OF THE COMPTROLLER
 112 STATE STREET, ROOM 1030, ALBANY, NEW YORK 12207-2021
 (518) 447-7130 | susan.rizzo@albanycountyny.gov

SUSAN A. RIZZO
 COUNTY COMPTROLLER

June 3, 2020 (revised July 7, 2020)

Hon. Andrew Joyce
 Chairman
 Albany County Legislature
 112 State Street - Suite 710
 Albany, New York 12207

Dear Mr. Joyce,

The Department of Audit and Control is requesting an amendment to its 2020 Budget. The amendment, which addresses personnel services, totals \$ \$65,282 and is budget neutral.

This budget amendment adjusts salaries by eliminating and reducing salaries for some positions, increasing salaries commensurate with duties and adding a staff accountant.

This budget amendment will provide the department with appropriate staffing level salaries necessary to continue its operations at the highest level. Should you have any questions please contact me at (518) 447-7130.

Sincerely,

Susan A. Rizzo
 County Comptroller

cc: Hon. Dennis Feeney, Majority Leader
 Hon. Frank Mauriello, Minority Leader
 Brandon Russell, Majority Counsel
 Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

The Department of Audit and Control – 2020 Budget Amendment

Date: 06/03/2020
 Submitted By: Susan A. Rizzo
 Department: Department of Audit and Control
 Title: County Comptroller
 Phone: (518) 447-7130
 Department Rep.
 Attending Meeting: Susan A. Rizzo

Purpose of Request:

- Adopting of Local Law
 - Amendment of Prior Legislation
 - Approval/Adoption of Plan/Procedure
 - Bond Approval
 - Budget Amendment
 - Contract Authorization
 - Countywide Services
 - Environmental Impact/SEQR
 - Home Rule Request
 - Property Conveyance
 - Other: (state if not listed)
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Please see attached
 Source of Funds:
 Title Change:

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline

- Settlement of a Claim
 - Release of Liability
 - Other: (state if not listed)
-

Contract Terms/Conditions:

Party (Name/address):

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:

Scope of Services:

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority:

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line: Please see attached

Appropriation Amount:

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date)
Length of Contract:

Impact on Pending Litigation Yes No

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number:
Date of Adoption:

Justification: (state briefly why legislative action is requested)

The budget amendment is necessary to re-appropriate the staffing levels in the Department of Audit and Control. Eliminating and reducing salaries for some positions, increasing salaries commensurate with duties and adding a staff accountant. Daily accounting functions need to be monitored, including balance checking accounts, analyzing monthly financial reports, and provide legislative meeting updates.

2020 Budget Amendment

		Appropriations						
ACCOUNT NO.	RESOLUTION DESCRIPTION	YEARLY SALARY	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET	DEPARTMENT NAME	
A1315 15511 001	190041 Technical Writer		\$ 58,256		\$ 30,219	\$ 28,037.00	Audit and Control	
A1315 12523 001	190043 Auditor PT		\$ 23,051		\$ 12,544	\$ 10,507.00	Audit and Control	
A1315 16401 001	190022 Confidential Secretary		\$ 67,374		\$ 437	\$ 66,937.00	Audit and Control	
A1315 12521 001	190006 Auditor		\$ 44,164		\$ 22,082	\$ 22,082.00	Audit and Control	
A1315 12515 001	190063 Senior Auditor	\$ 52,379	\$ -	\$ 26,190		\$ 26,190.00	Audit and Control	
A1315 12557 001	190047 Confidential Assistant	\$ 60,000	\$ 56,908	\$ 3,092		\$ 60,000.00	Audit and Control	
A1315 12514 001	190060 Staff Accountant	\$ 72,000	\$ -	\$ 36,000		\$ 36,000.00	Audit and Control	
		Total Appropriations		\$ 65,282	\$ 65,282			

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	ORIGINAL BUDGET	DECREASE	INCREASE	REVISED BUDGET	DEPARTMENT NAME
			0.00	0.00		
TOTAL ESTIMATED REVENUES			0.00	0.00		
GRAND TOTALS			65,282.00	65,282.00		



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

May 5, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Horan, Martello, and Morrone, CPAs who will provide accounting services to the Finance Department and Executive Director. This accounting firm will continue to be responsible for the submission of our Medicare and Medicaid Cost Reports and the Certificate of Need process for Capital Reimbursement, and will work with government agencies to ensure that our daily Medicare and Medicaid rates are consistent with the services we are providing.

We respectfully request that we enter into an additional one (1) year agreement as per Resolution 283 for an amount not to exceed \$44,500.00.

We thank you in advance for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1664, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Horan, Martello, and Morrone, CPA's to Provide Accounting Services

Date: May 5, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

Change Order/Contract Amendment

Purchase (Equipment/Supplies)

Lease (Equipment/Supplies)

Requirements

Professional Services

Education/Training

Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

Settlement of a Claim

Release of Liability

Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Horan, Martello and Marrone, CPA's

527 Townline Road

Suite 203

Hauppauge, New York 11788

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$44,500.00

Scope of Services: To provide accounting consultation services related to Medicare, Medicaid, Certificate of Need Process and Reimbursement. Will provide direct consultation/supervision to the finance department staff, including the filing of cost reports to Medicare and Medicaid and work with the NYSDOH on the nursing homes behalf on reimbursement issues, including but not limited to capital reimbursement.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: CMS and NYSDOH

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH 6020 44069

Appropriation Amount: \$44,500.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 11/1/2020 - 10/31/2021

Length of Contract: 12 months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 283

Date of Adoption: 7/8/2019

Justification: (state briefly why legislative action is requested)

Horan, Martello and Marrone, CPA's will provide accounting services to ensure the proper completion of the Medicare and Medicaid Cost Reports that is mandated by the Centers for Medicare and Medicaid (CMS) and the New York State Department of Health (NYSDOH). In addition, they will assist our finance department in maintaining accurate records of expenses and revenue to ensure compliance with all regulatory agencies. We are requesting to exercise our right for an additional year of accounting services.



Albany County Contract Management System

This Site: Albany County Contr p

Albany County Contract Management System > Request for Contract Approval > 4910

Request for Contract Approval : 4910

New Item | Edit Item | Delete Item | Workflows | Alert Me

Request ID #	4910
Department	NH6020 - Nursing Home
Contract Type	C) County Legislative Contracts
Contract Action	C) Renewal
Contract Action Type	N) None
Resolution #	19-283
Date Submitted	7/29/2019 12:00 AM
Expiration Date	10/31/2020 12:00 AM
Contact Person	Slatky, Larry
Contact Phone	518-869-2231
Contact Email	larry.slatky@albanycountyny.gov
Vendor Info	

Name:
Horan, Martello and Morrone,
CPA's
Address:
527 Townline Road, Suite 203,
Hauppauge, New York 11788

Estimated Amount	44,500.00
Estimated Term	12 months
Scope of Service	To provide accounting consulting services related to Medicare, Medicaid and the Certificate of Need process. Will provide direct consultation to the finance department, including cost reporting and submissions and work with the NYSDOH on the nursing homes behalf on reimbursement issues.

Budget Line	NH6020
Point 2 or 4	4
Line Item	4,069.00
Budget Line	Account Code
Point 2 or 4	
Line Item	
Budget Line	Account Code

Point 2 or 4	
Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Fiscal Impact - County	1.00
Fiscal Impact - State	0.00
Fiscal Impact - Federal	0.00
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Anticipated in Current Budget	Yes
BID, RFP, RFQ Completed?	Yes - RFP
BID/RFP/RFQ #	2016-092R
Additional Comments	This renewal should be issued in the name of Shaker Place Rehabilitations and Nursing Center with HMM.
Attachments	HMM CPA's Contract Renewal.pdf HMM CPA's Resolution 283.pdf

DMB Section

DMB Approval	Yes
Reason for Disapproval	<div></div>
Not to Exceed Amount	44,500.00
Date of Approval or Disapproval	8/2/2019 12:00 AM
If CAB contract, Date approved by CAB	
If Legislative contract, Date approved by Legislature	
Contract ID #	5,010

Law Section

Law receives request to prepare contract 8/6/2019 12:00 AM

Law receives back-up documentation to prepare contract

Law sends draft of contract to Dept for review

Law sends final contract to department

Law sends signed contract to CEO to sign

Law sends signed contract to Comptrollers office and requesting department.

Completed Date

Created at 7/29/2019 3:12 PM by Slatky, Larry
Last modified at 8/26/2019 9:38 AM by Cantwell, Sarah

AGREEMENT
 BETWEEN THE
 COUNTY OF ALBANY
 AND
 HMM, CPAs LLP
 FOR
 ACCOUNTING AND CONSULTING SERVICES FOR THE ALBANY COUNTY NURSING
 HOME

Resolution No. 283 of 2019

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County"), and HMM, CPAs LLP, a New York corporation with a principal address of 527 Townline Road, Suite 203, Happaug, New York 11788 (hereinafter called the "Contractor." The Contractor and the County may be referred to collectively as the "[P]arties," or either individually as a "[P]arty."

WITNESSETH:

WHEREAS, the County is has a need for a qualified consultant to assist in accounting and financial services as the Albany County Nursing Home; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Financial Consulting Service, said request having been designated RFP #2016-092R, issued on July 25, 2016 and published on July 28, 2016 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has also issued four(4) addendum to the RFB, (1) on August 8, 2016 (hereinafter called "Addendum #1"); (2) on August 5, 2016 (hereinafter called "Addendum #2"); (3) on August 10, 2016 (hereinafter called "Addendum #3"); and (4) on August 11, 2016 (hereinafter "Addendum #4"); and

WHEREAS, the Contractor has submitted a bid on August 2, 2016 to provide the aforesaid services; and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid services on August 18, 2016; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a three year Agreement with two (2) optional, consecutive one year renewals via **Resolution No. 443 of 2016, adopted on October 13, 2016** (also referred to as Contract No. 3170 of 2016), and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into the first of the two one year optional agreements with the Contractor via **Resolution No. 283 of 2019, adopted on July 8, 2019**, and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the RFP, which is incorporated by reference and made a part hereof; Addendum #1, which is incorporated by reference and made a part hereof, Addendum #2, which is incorporated by reference and made a part hereof, and Addendum #3, which is incorporated by reference and made a part hereof, Addendum #4, and the Proposal, which is incorporated herein and made a part hereof (collectively referred to as "the Agreement" hereinafter).
- 1.1. In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Addenda, in reverse numerical order and d 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Contractor will provide professional and consulting services for the Albany County Nursing home as it relates to the RHCF-4 Medical Cost Report for the Department of Health and to assist in the preparation and filing of the Medicare Cost Report and Compilation Financial Statements. Services are expected to include, but are not limited to:

1. The Contractor shall be responsible for the preparation, certification and electronic filing (the facility needs to get the firm access to HPN) of the required RHCF-4 Medicaid Cost Report.
2. The Contractor shall assist in the preparation and filing of the Medicare Cost Report.
3. The Contractor shall compile financial statements on a monthly basis. Compilations will include Statement of Net Position, Statement of Revenues, Expenses, and Changes in Net Position and Notes to Financial Statements. On a quarterly basis, the firm will conference or meet with the Executive Director to discuss the financial statements.

4. The Contractor shall inform the Albany County Nursing Home of any regulation, reporting and/or rate changes, and preparation and filing of an appeal if such should be appealed.
5. The Contractor shall provide quarterly education training to the business office staff and other staff as necessary.
6. Issues Related to Cost Reporting--The Albany County Nursing Home will supply the firm with the following:
 - a. Year-end audited financial statement.
 - b. A trial balance in Excel Format.
 - c. Statistics and other information as requested.
 - d. Preparation of Part I of the RCHF-4 from admissions/discharges and patient days from the facility records.
 - e. PS&R.
7. Issues Relating to Compiling Financial Statements: The Albany County Nursing Home will electronically supply the firm with the following on a monthly basis:
 - a) Trial balance in Excel or similar format. Trial balance must include account numbers, account names/descriptions, debit and credit amounts and must balance.
 - b) Cumulative general ledger supporting the trial balance.
 - c) Bank reconciliations for all cash accounts. These must reconcile to the trial balance.
 - d) Accounts receivable ledger, detailed by resident, by payer, with totals. This must reconcile to the trial balance.
 - e) Accounts payable ledger, This must reconcile to the trial balance.
 - f) Detailed Sales journals (billed days, gross charges, contractual allowances, rates) Additional detail showing Medicare RUG days and rates must be provided.
 - g) Audited financial statement with supporting trial balance. A cross-walk from the trial balance to the financial should accompany this if available.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed FORTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 (\$44,500.00) DOLLARS (U.S. CURRENCY).

3.2 The prices set forth in the Quote shall remain fixed for the entire term of this Agreement and any renewals.

3.3 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT

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

ARTICLE 5. TERM OF AGREEMENT

5.1 The Contract shall commence upon execution and continue for three (3) years from the execution of the contract.

5.2 At the end of this one (1) year term, upon mutual agreement of the Parties, the Agreement may be renewed for an additional one (1) year term.

ARTICLE 6. TERMINATION OF THE AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any

negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

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

16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon

failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct