

Albany County Request for Contract Approval

Contract #	2022-429
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	C) Renewal
Department	A1410 - County Clerk
Date Submitted	Wednesday, July 13, 2022
Contact Person	Gould, Geraldine
Contact Phone	() -518
Vendor Info	Info Quick Solutions Inc 7460 Morgan Road, Liverpool, NY 13090
Estimated Amount	\$96,000.00
Estimated Term	6/1/2022 to 5/31/2023
Scope of Services	Second-1 year renewal per contract (5709 of 2020) for the continuation of the Cashiering, Scanning & Indexing System for Land and Court Records, pistol permits, liens, notary public, maps and various miscellaneous filings , also allowing online access to County Records
Budget Line Item	AA1410 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

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

INTEROFFICE MEMORANDUM

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

From: Geraldine M. Gould, Exec Deputy County Clerk

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

Date: July 7, 2022

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

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

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

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

The County Clerk has appropriated the funds in the 2022 Budget in A1410.44046 Fees for Services.

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



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

May 27, 2022

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

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2022.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Owens". The signature is fluid and cursive, with a large initial "B" and "O".

Brian J. Owens
Vice President of Sales

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

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

Contract No. 6409 of 2021

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

WITNESSETH

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

WHEREAS, the County wishes to enter into its first of four (4), 1-year renewals, with no change in current pricing, with the Contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement and the Quote, which is attached hereto as Schedule A and made a part hereof (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Quote.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. TERM OF AGREEMENT

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

ARTICLE 5. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

ARTICLE 6. PROHIBITION OF CONTRACT ASSIGNMENT

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

ARTICLE 7. AVAILABLE DATA

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

ARTICLE 8. COOPERATION

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

ARTICLE 9. NON-DISCRIMINATION

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

ARTICLE 10. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 11. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 12. RELATIONSHIP OF THE PARTIES

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

ARTICLE 13. INDEMNIFICATION

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

ARTICLE 14. INSURANCE COVERAGE

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

ARTICLE 15. NO WAIVER OF PERFORMANCE

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

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

ARTICLE 16. ACCOUNTING RECORDS

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

ARTICLE 17. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE 18. LICENSES.

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

ARTICLE 19. PARTIAL INVALIDITY

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

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. NOTICES

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

ARTICLE 22. GOVERNING LAW

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

ARTICLE 23. ENTIRE AGREEMENT.

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

ARTICLE 24. MODIFICATION

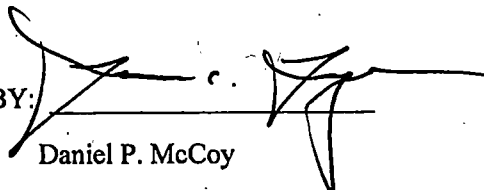
This Agreement may only be modified by a formal written amendment executed by the parties.

(The Rest Of This Page Left Intentionally Blank)

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

COUNTY OF ALBANY

DATED: 8/18/2021


BY: 
Daniel P. McCoy
Albany County Executive

-or-

Daniel C. Lynch
Deputy County Executive

INFO QUICK SOLUTIONS, INC.

DATED: 8/2/21

BY: 
Brian J. Owens
UP Sales

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 18th day of August, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

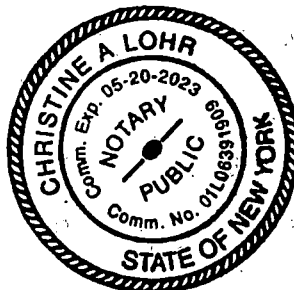
Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 004969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 2 day of August, 2021, before me, the undersigned, personally appeared Brian Owens, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christine A. Lohr
Notary Public



SCHEDULE A
CONTRACTOR'S QUOTE



Info Quick Solutions, Inc.

7460 MORGAN ROAD
LIVERPOOL, NEW YORK 13090
(315) 463.1400 • (800) 320.2617
FAX (315) 463.6202
EMAIL: sales@iqsworks.com
www.iqsworks.com

May 28, 2021

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

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2021.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "B. Owens", is written over a faint, stylized graphic element.

Brian J. Owens
Vice President of Sales



Info Quick Solutions, Inc.

7460 MORGAN ROAD
LIVERPOOL, NEW YORK 13090
(315) 463.1400 • (800) 320.2617
FAX (315) 463.6202
EMAIL: sales@iqsworks.com
www.iqsworks.com

May 13, 2020

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

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2020.

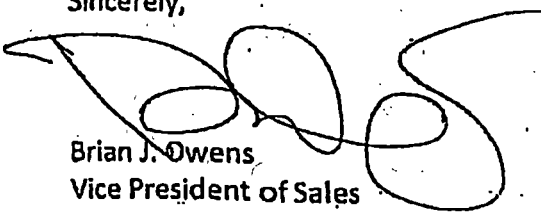
Our software suite (Solution) is proprietary and no other company can offer the maintenance services we provide. IQS provides all services in-house and does not use any resellers.

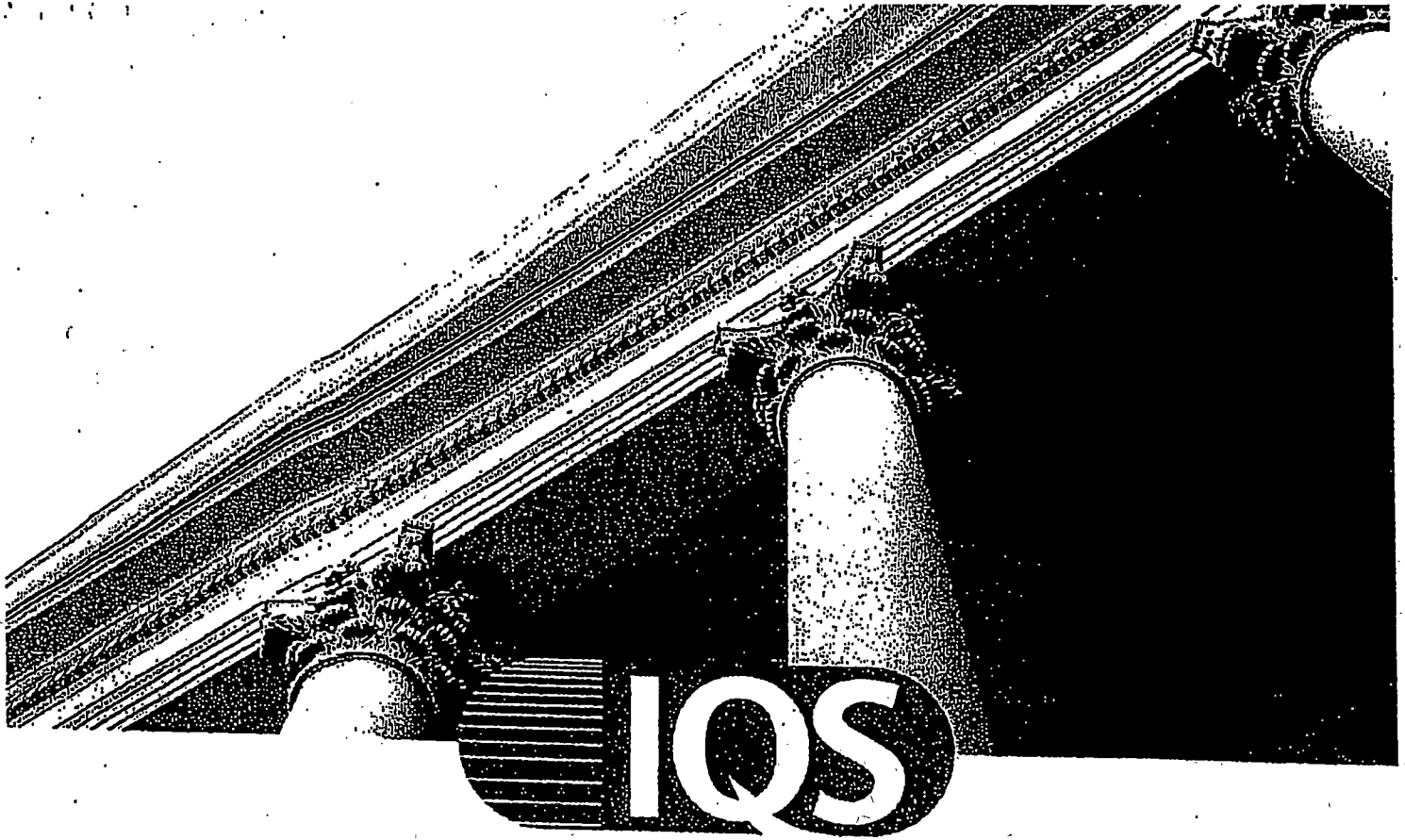
We at IQS have enjoyed our partnership with the Albany County Clerk's office over the past 5 years. During this time, we have produced many results together, including:

- Streamlined and Integrated E-Filing process
- Implemented Electronic Recording of Land records, improving document processing efficiency and turnaround
- Modernized the Pistol Permitting process with card based licensing and electronic tracking system
- Provided modern online records search which increased constituent access to records and created a revenue stream for the County
- Provided backfile conversion of paper records into the County Clerk system
- Implemented electronic processing of real property transfer records to the Office of Real Property and Town Assessors

IQS would like to continue our relationship and would like to offer a 1- year contract at (\$96,000/yr.) with four (4) optional 1-year renewals at the same rate (\$96,000/yr.) The web revenue sharing plan shall remain at 90% of revenue generated going to the County and 10% to IQS. I look forward to hearing from you:

Sincerely,


Brian J. Owens
Vice President of Sales



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

May 7, 2020

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

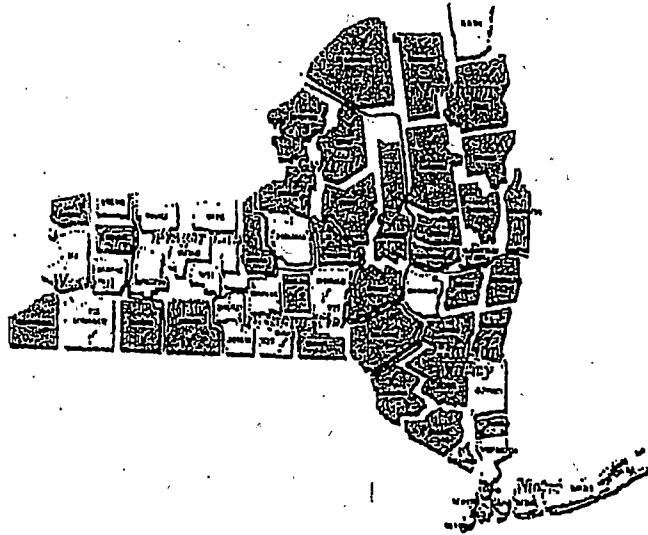


I. Executive Summary

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

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

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



Company Profile

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

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



II. Solution

A. System Overview

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

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

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

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

1. Technology Architecture

Program: Microsoft .NET

Database: Oracle 12c

Server: Windows Server 2014 or higher

Workstation: Windows 10 Professional

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

2. Security

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

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

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



B. Software Features

1. Data Entry

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

2. Fees

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

3. Cashiering

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

Main features include:

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



4. Indexing

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

Main features include:

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

5. Verification

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

Main features include:

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

6. Imaging

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



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

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

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

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

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

8. Public Search

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

Main features include:

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

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

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



9. Reporting

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

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

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

10. Archiving

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

11. Pistol Permit Management

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

12. Real Property Module

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

13. New York State Real Property Notification Law

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

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



14. Fraud Alert

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



C. Value-Added Considerations

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

1. Passport Transmittal

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

2. Fines Module

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

3. Data Integration

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



D. Ongoing Services

1. Training and Support.

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

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

Our support procedure is as follows:

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

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

2. Software Updates

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

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

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

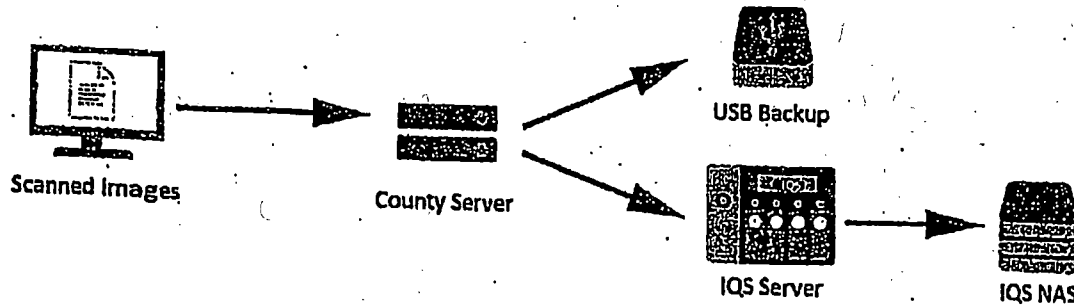
Since IQS maintains all customers on the current version of the software, there are no end of life cycle issues.

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

3. File Backup and Disaster Recovery

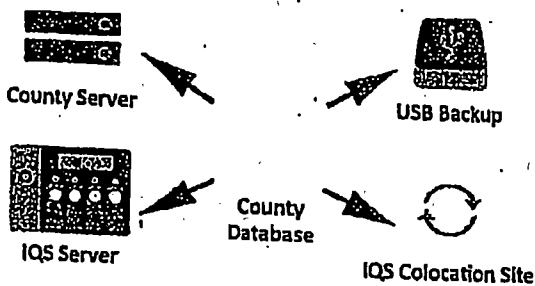
IQS has stringent backup policies in place to ensure the safety and security of the County's data.

IMAGE BACKUP



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

DATABASE BACKUP



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

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

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



Experience

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

Solution

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

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

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

Conclusion

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

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

SCHEDULE B
INSURANCE COVERAGE

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

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

Albany County Request for Contract Approval

Contract #	2022-442
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Friday, July 29, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Ithaca Steel Buildings 1617 JFK Blvd. Floor 20, Philadelphia, PA 19103
Estimated Amount	\$77,660.00
Estimated Term	9/1/2022 to 9/1/2023
Scope of Services	The purchase and delivery of a 60' x 60' steel building for the departments Rensselaerville Subdivision.
Budget Line Item	DD5112 - 44075 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: July 29, 2022

Re: Contract Request

The Department of Public Works is requesting approval to enter into a contract with Ithaca Steel Buildings for purchase and delivery of a 60' x 60' steel building for the departments Rensselaerville Subdivision in an amount not to exceed \$77,660.00.

Ithaca Steel Buildings was the only bidder on RFB#2022-087. The period of this contract will be for one year (9/1/2022-9/1/2023) and account D95112.44075 Bridge and Road Repair will be used.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil, Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner
DATE: July 27, 2022
RE: RFB #2022-087
60' x 60' Steel Building

Upon review of the one (1) bid received for the above referenced RFB, I would like to recommend Ithaca Steel Buildings for the award of this bid for a contract amount not to exceed \$74,660.00.

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

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 28, 2022

RE: RFB#2022-087 Purchase of a 60' x 60' Steel Building

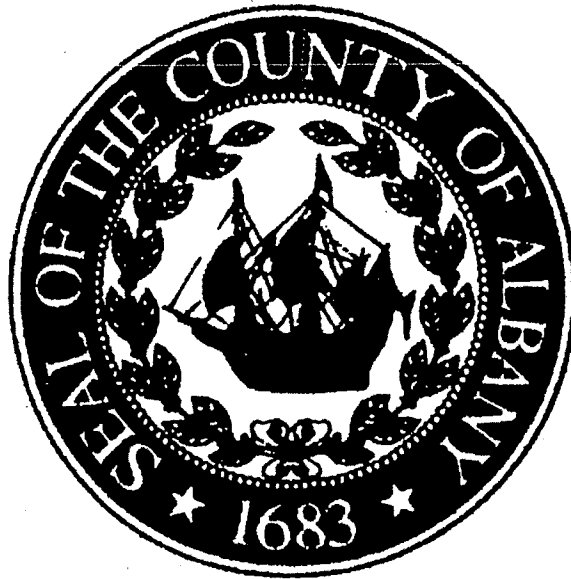
I am in receipt of your recommendation to award the aforementioned to Ithaca Steel Buildings in the amount of \$77,660.00

As Ithaca Steel Buildings is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

**REQUEST FOR BIDS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**



RFB #2022-087

PURCHASE OF 60' X 60' STEEL BUILDING

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

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

TITLE: Purchase of 60' x 60' Steel Building RFB NUMBER: 2022-087

Receipt Confirmation Form

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

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

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

Company Name: ITHACA STEEL BUILDINGS
Address: 1617 JFK BLVD FLOOR 20
City: PHILADELPHIA State: PA Zip Code: 19103
Contact Person: STEPHEN J. BIRRITTELLA
Title: OWNER
Phone Number: 855-481-7578 Fax Number: _____ E-Mail: steve@ithacasteel.com

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

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

Fax Number: _____ E-Mail: _____

RFB#2022-087

Purchase and Delivery of a 60' x 60' Steel Building

Minimum Specifications:

Purchase of one (1):

60' x 60' steel building

Solid Red Iron I Beam Construction

AISC Certification

Design in Accordance with Metal Building Manufacturers Association

Clear Span

50 Year Structural Warranty on Primary and Secondary Framing

40 Year Warranty on Sheeting Coating

26 Gauge PBR Roof Sheeting (80,000 PSI Tensile Strength) Color: To Be Determined

26 Gauge PBR Wall sheeting (80,000 PSI Tensile Strength) Color: To Be Determined

Full Trim Package)Color: To be Determined

All Necessary hardware to Erect Building

Weather Stripping Including Mastic Sealant for Roof

Awarded vendor to Provide:

(3) Sets of NY Stamped and Sealed Engineered Drawings

Erection Drawings and NY Sealed and Stamped Engineered Calcs

Anchor Rod Placement Plans

(2) 16' x 14' Framed openings fully trimmed out

(1) 3070 Heavy Duty Insulated Walk Door

Building Codes: NY2020

Height: 16'

Roof Pitch: 4:12

Exposure: B

Snow: 60G PSF

Collateral: .5#

Wind: 110MPH

Delivery to: 265 CR357, Medusa NY 12120

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of 60' x 60' Steel Building
Bid Number: 2022-087

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

Date	Number
7/18/2022	2022-087

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Bid shall be addressed to:

Stephen J. Birrittella
1617 JFK BLVD Floor 20
Philadelphia, PA. 19103

Phone: 855-481-7577 101 Fax: _____

E-mail: Steve@ithacaSteel.com

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

BID FORM

BID IDENTIFICATION:

Title: Purchase of 60' x 60' Steel Building
Bid Number: 2022-087

Item Description	Qty	Price
Purchase of 60' x 60' Steel Building Delivered to 265 CR357 Medusa NY 12120	1	\$ <u>74,660.00</u>

**Vendors shall submit product description and literature with their bid submission

COMPANY: Ithaca Steel, LLC

ADDRESS: 1617 JFK BLVD ^{FLOOR 20} ~~2000~~

CITY, STATE, ZIP: Philadelphia, PA 19103

TEL. NO.: 855-481-7577 EXT 101

FAX NO.: —

FEDERAL TAX ID NO.: 83-4463154

REPRESENTATIVE: Stephen J. Birrittella

E-MAIL: stere@ithacasteel.com

SIGNATURE AND TITLE Step J Birrittella / OWNER

DATE 7/18/22

Ithaca Steel

Date: 07/18/2022

Customer Information

Name: Kevin Crosier

Email: Kevin.crosier@albanycountyny.gov

Medusa, NY 12120

P: 518-424-3446

Building Information:

Building Codes: NY 2020

Width: 60'

Height: 16'

Exposure: B

Collateral: .5#

Length: 60'

Roof Pitch: 4:12

Snow: 60G PSF

Wind: 115 MPH

QTY	Description	Price
X	Solid Red Iron I Beam Construction	INCL
X	AISC Certification	INCL
X	Design In Accordance W/ Metal Building Manufacturers Association	INCL
X	Clear Span	INCL
X	50 Year Structural Warranty On Primary And Secondary Framing	INCL
X	40 Year Warranty On Sheeting Coating	INCL
X	26 Gauge PBR Roof Sheeting (80,000 PSI Tensile Strength) Color TBD	INCL
X	26 Gauge PBR Wall Sheeting (80,000 PSI Tensile Strength) Color TBD	INCL
X	Full Trim Package Upgrade Color TBD	INCL
X	All Necessary Hardware To Erect Building (Anchor Bolts by Others)	INCL
X	Weather Stripping Including Mastic Sealant For Roof	INCL
X	(3) Sets of NY Signed and Sealed Engineered Drawings	INCL
X	Erection Drawings and NY Signed and Stamped Engineered Calculations	INCL
X	Anchor Rod Placement Plans	INCL
2	16'x14' Framed Openings fully trimmed out	INCL
1	3070 Heavy Duty Insulated Walk Door	INCL

Building Price	\$74,660.00
Tax	TBD
Total Price	\$74,660.00
Deposit	\$18,000.00
Shipping	INCLUDED
Balance Remaining	\$56,660.00



Ithaca Steel Buildings

1617 John F Kennedy Blvd Suite 2012, Philadelphia, PA 19103

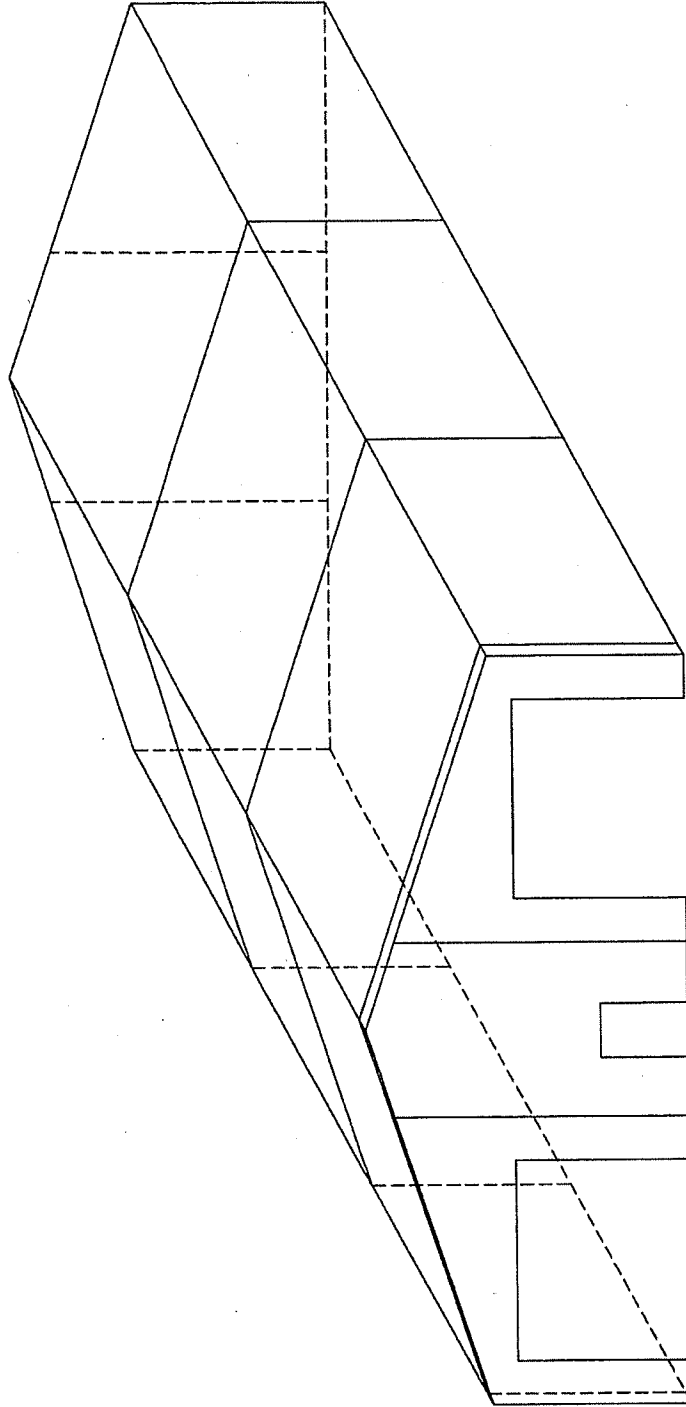
Call Toll Free 855-230-7951

NOT FOR CONSTRUCTION

7/18/22

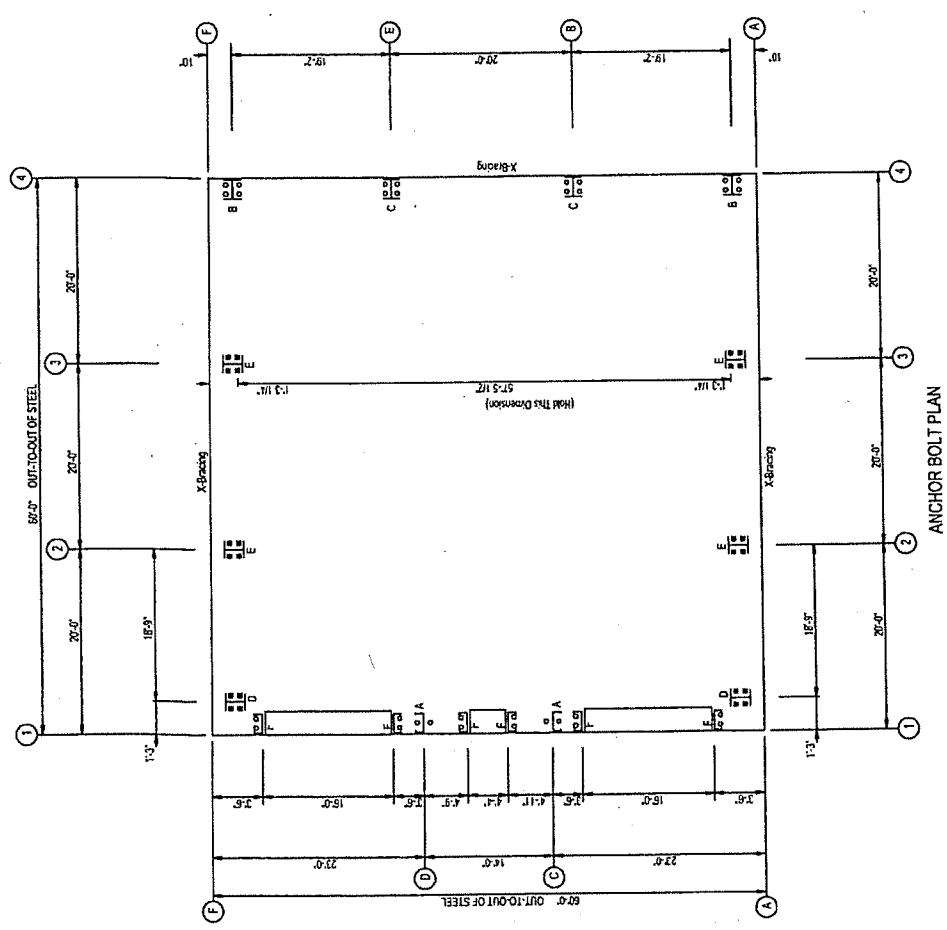
Building Layout

287262735



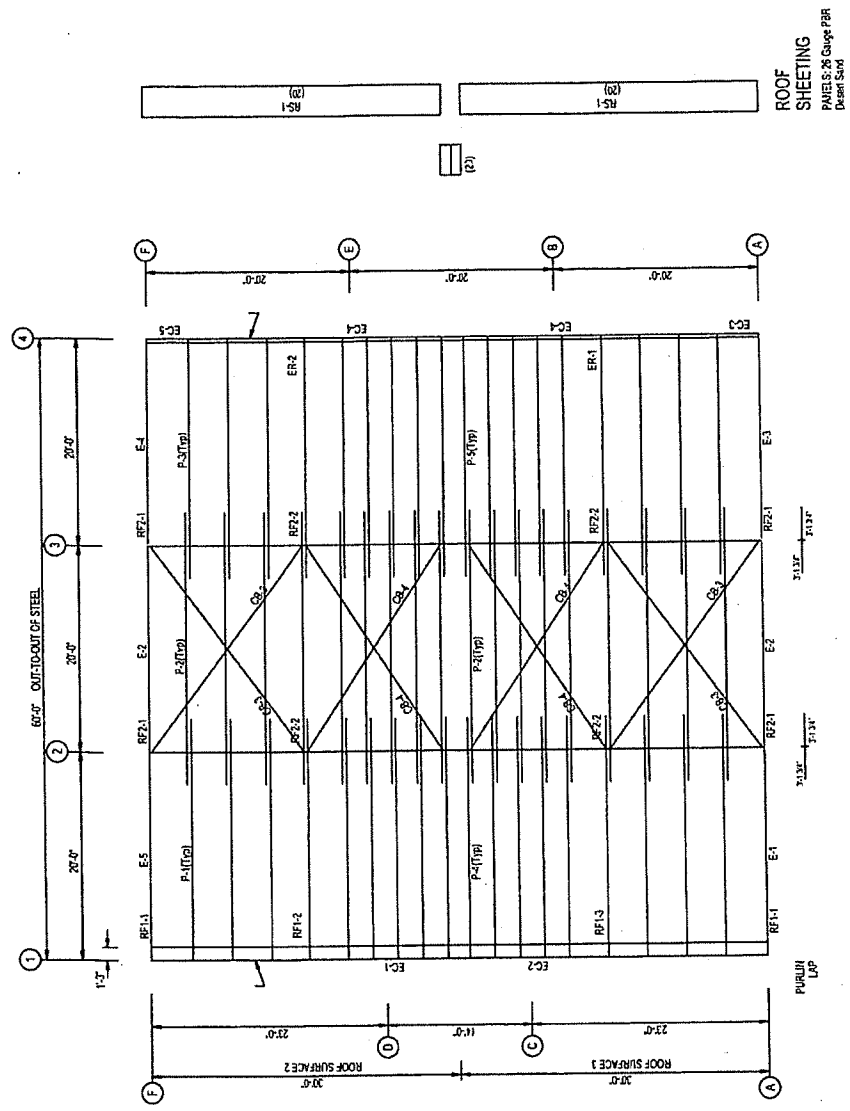
NOT FOR CONSTRUCTION

○ Dia: 5/8"
⊞ Dia: 3/4"



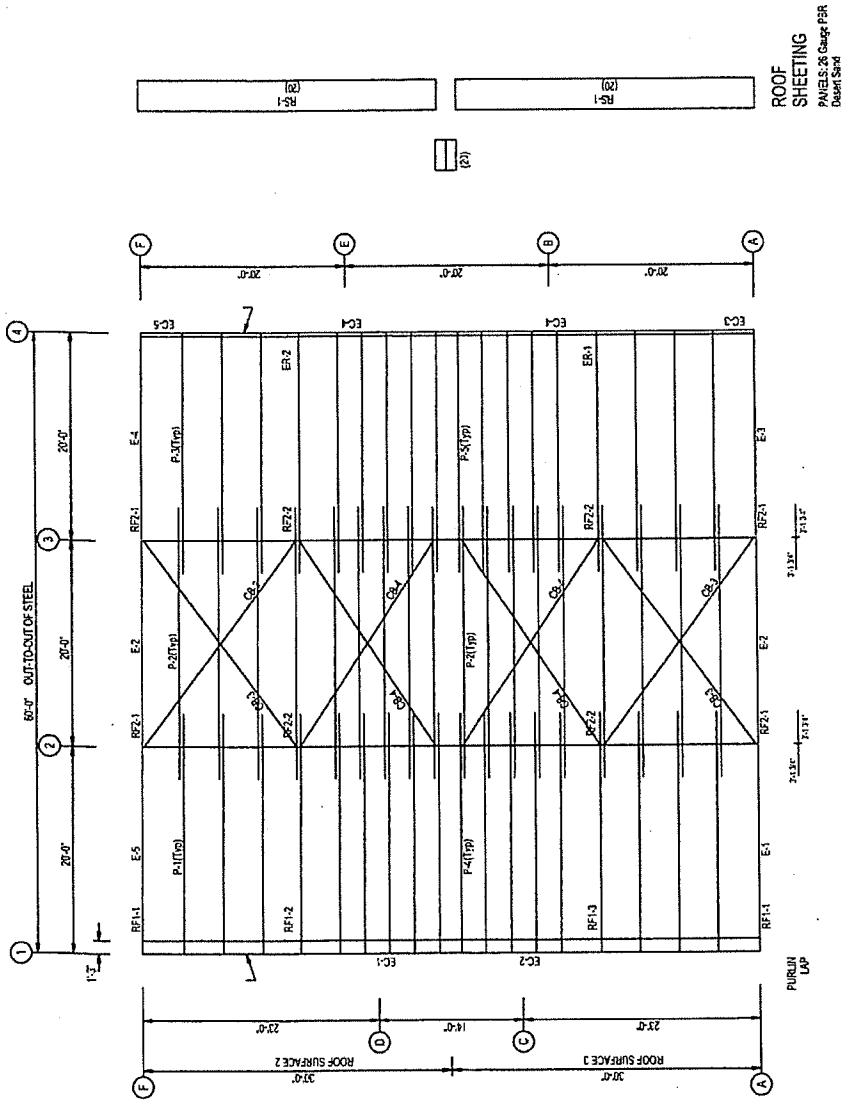
ANCHOR BOLT PLAN

NOT FOR CONSTRUCTION



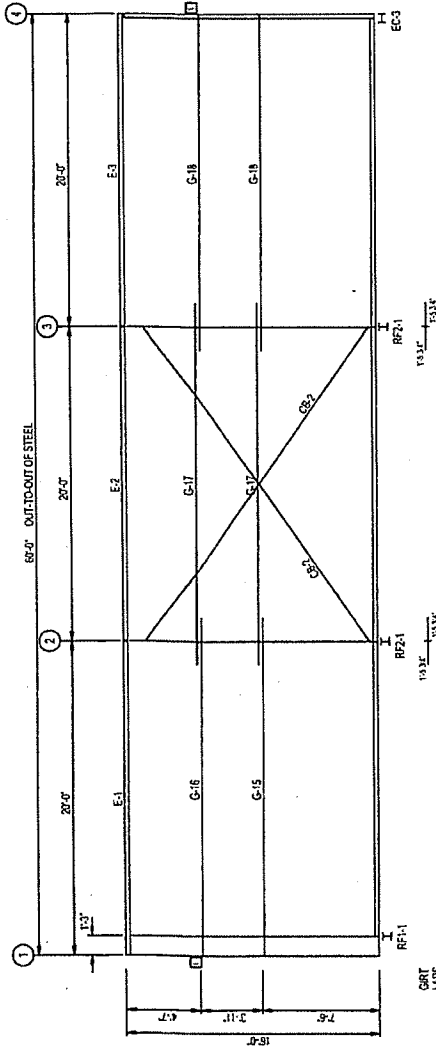
ROOF FRAMING PLAN

NOT FOR CONSTRUCTION

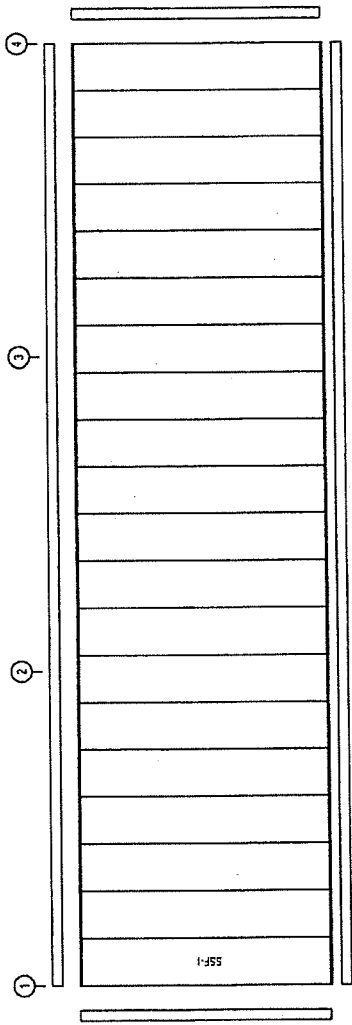


ROOF FRAMING PLAN

CONNECTION NOTES
 FRAME LINE A
 15' SUBPART
 1 1553



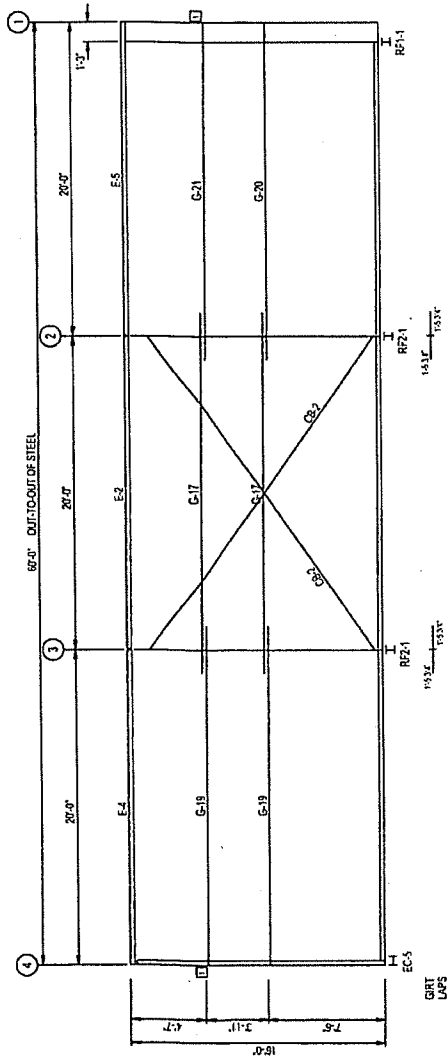
SIDEWALL FRAMING: FRAME LINE A



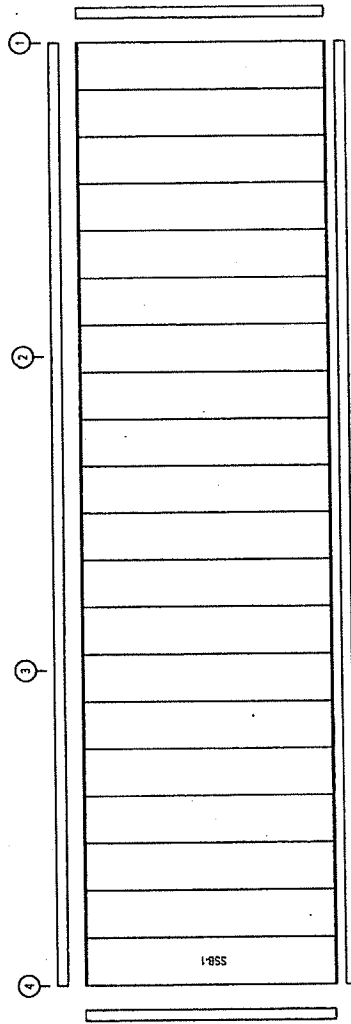
SIDEWALL SHEETING & TRIM: FRAME LINE A
 PANELS: 26 Gauge PBR - 14x8-11/2"

NOT FOR CONSTRUCTION

CONNECTOR PLATES
 FRAME LINE F
 40' LONG PART
 11.18.92



SIDEWALL FRAMING: FRAME LINE F

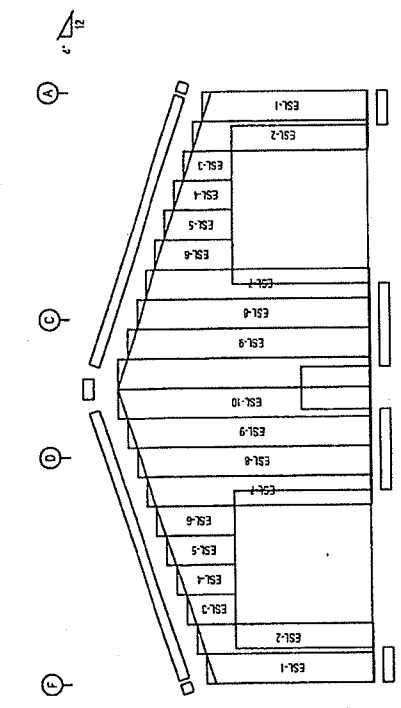


SIDEWALL SHEETING & TRIM: FRAME LINE F
 PANELS: 26 GAUGE PER - PAIR WHITE

NOT FOR CONSTRUCTION

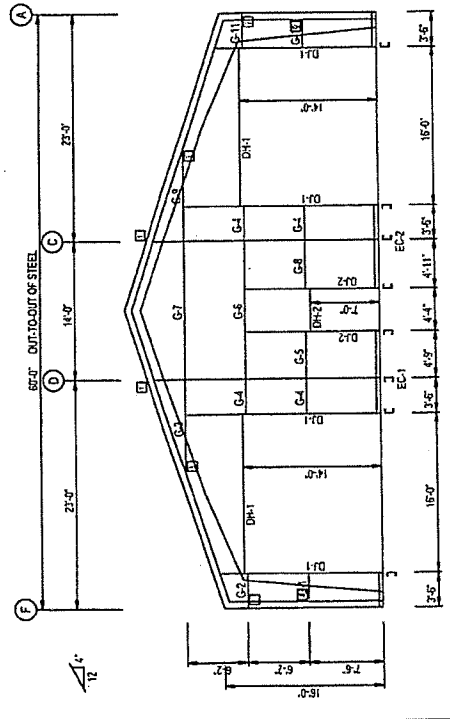
NOT FOR CONSTRUCTION

EA1 TABLE	DRAWN	DATE	SCALE
FRAME LINE 1	1/2"
LOCATION
DESCRIPTION
ELECTRICAL SYMBOLS			
FRAME LINE 1			
NO. 1156262R1			
1	M	1	1
2	M	1	1
3	M	1	1
4	M	1	1
5	M	1	1
6	M	1	1
7	M	1	1
8	M	1	1
9	M	1	1
10	M	1	1
11	M	1	1
12	M	1	1
13	M	1	1
14	M	1	1
15	M	1	1
16	M	1	1
17	M	1	1
18	M	1	1
19	M	1	1
20	M	1	1



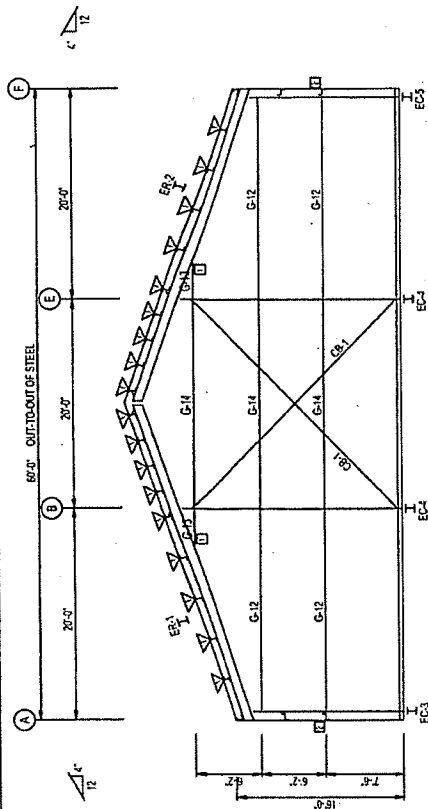
ENDWALL SHEETING & TRIM: FRAME LINE 1

14 Gauge PBR - Polar White

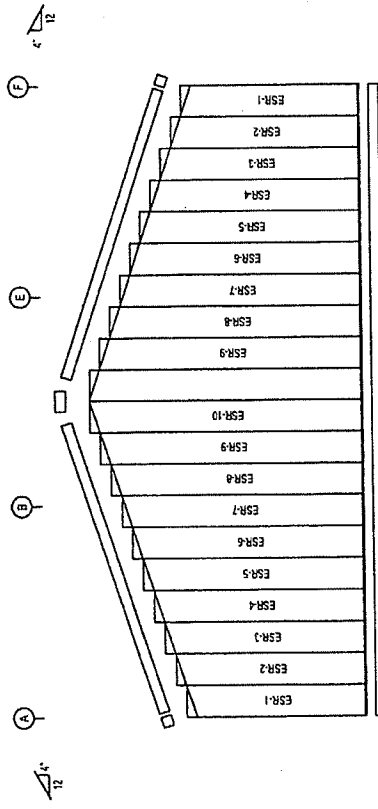


ENDWALL FRAMING: FRAME LINE 1

BOLT TABLE			
FRAME LINE 4			
LOCATION	TYPE	QTY	LENGTH
Column/Girder	A325	1/2	1 1/4"
FRAMING REFERENCE TABLE			
W/D	PART	LENGTH	
FR203	1022X146	24.5 1/4"	
CONNECTION PLATES			
PART NUMBER/QUANTITY			
1 C1543			
2 SC5			



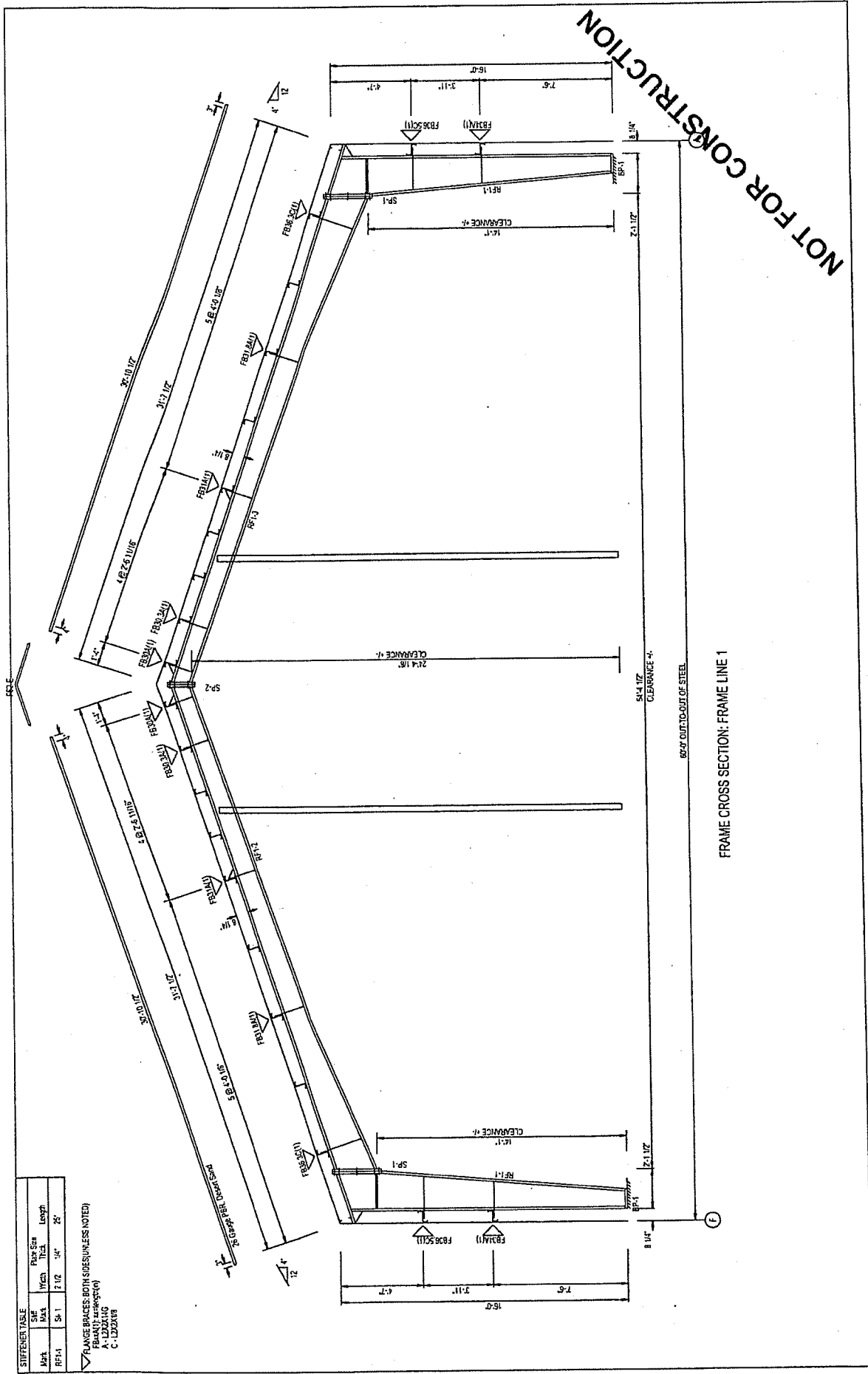
ENDWALL FRAMING: FRAME LINE 4



ENDWALL SHEETING & TRIM: FRAME LINE 4
PANELS: 26 G3.09' PBR - Polar White

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

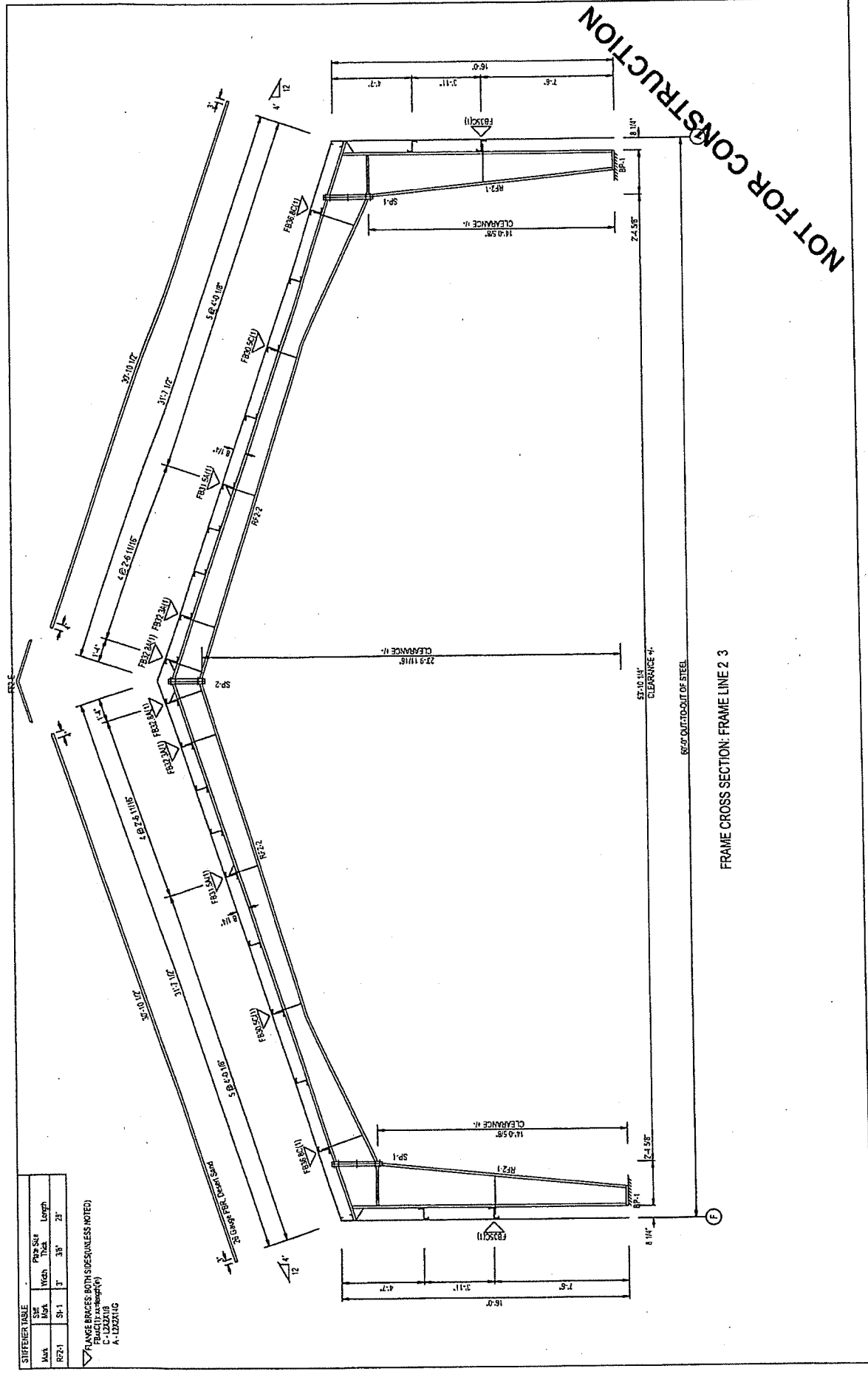


STIFFENING TABLE			
Bay	Wcs	Thk	Length
REF-1	8' 1"	7/16"	34'

FLANGE BRACES: BOTH SIDES (UNLESS NOTED)
 FB30A(1), FB30B(1), FB30C(1)
 C: 100% (100%)
 C: 100% (100%)

FRAME CROSS SECTION: FRAME LINE 1

NOT FOR CONSTRUCTION



FRAME CROSS SECTION: FRAME LINE 2 3

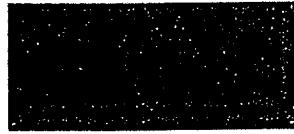
STIFFENER TABLE			
Stk	Wch	Thk	Lngh
R2-1	SF-1	3"	38' 2"

✓ PLANGE BRACES BOTH SIZES (UNLESS NOTED)
 PRODUCT: AISC 360 (10)
 C-120X40.8
 A-LEONARD

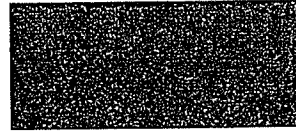
Ithaca Steel Buildings

Standard Colors

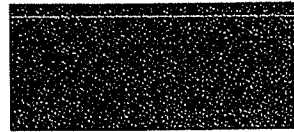
SIGNATURE[®] 200 | SILICONIZED POLYESTER



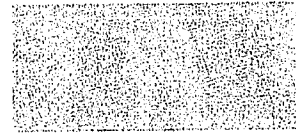
Cobalt Blue



Hawaiian Blue

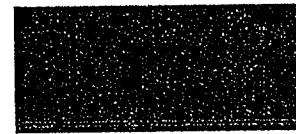


Koko Brown



Desert Sand

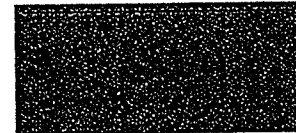
Polar White



Rustic Red



Burnished Slate



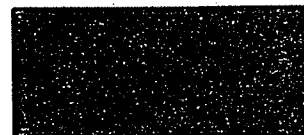
Charcoal Gray



Saddle Tan



Light Stone



Crimson Red



Fern Green



Ash Gray

Solar White

Galvalume Plus

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.

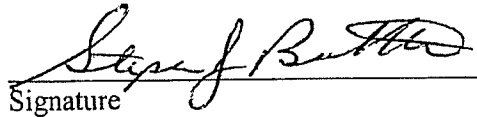
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

OWNER

Title

ITHACA Steel, LLC.

Company Name

7/18/2022

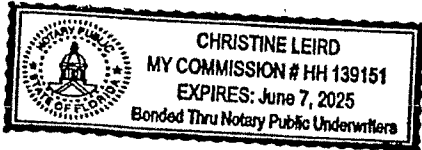
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF Florida)
COUNTY OF Monroe) SS.:

On this 18th day of JULY, 2002, before me personally appeared Stephen J. Bibruttella 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.



Christine Leird

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input checked="" type="checkbox"/> Steel Supplier			
2. VENDOR'S LEGAL BUSINESS NAME ITHACA Steel, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 83-4463154 b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: ITHACA Steel BUILDINGS		5. WEBSITE ADDRESS (if applicable) ithacasteel.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1617 JFK BLVD FL 20 PHILADELPHIA, PA 19103		7. TELEPHONE NUMBER 855-481-7577	8. FAX NUMBER —
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above —		10. TELEPHONE NUMBER —	11. FAX NUMBER —
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Stephen Birrittella Title Owner Telephone Number 855-481-7577 Ext 101 Fax Number — e-mail stev@ithacasteel.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Steve Birrittella	TITLE owner	b) NAME	TITLE
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 PRICIPAL 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 individuals 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

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; Yes No
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: Yes No

1. federal, state or local health laws, rules or regulations.

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Yes No
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."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? Yes No
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.

b) file returns or pay New York State unemployment insurance? Yes No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax Yes No
Indicate the years the vendor failed to file.

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Yes No
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.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. Yes No

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

Yes No

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

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

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 83-4463154

State of:)
) ss:
County of:)

CERTIFICATION:

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

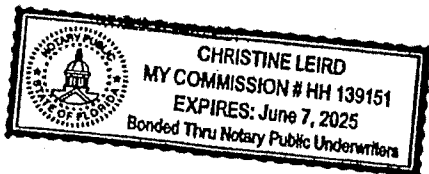
The undersigned certifies that he/she:

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

Name of Business ITHACA Steel, LLC Signature of Owner *Stephen J. Biscottella*
Address 1617 JFK BLVD FL20 Printed Name of Signatory Stephen J. Biscottella
City, State, Zip Philadelphia, PA Title OWNER
19103

Sworn before me this 18 day of July, 2022.

Notary Public



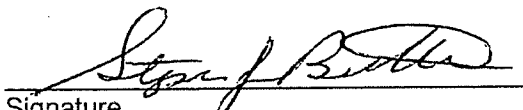
CHRISTINE LEIRD
Printed Name

Christine Leird
Signature

7/18/22
Date

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

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



Signature

OWNER

Title

ITHACA Steel, LLC.

Company Name

7/18/2022

Date

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2022-087**

Sealed Bids for Purchase of 60' x 60' Steel Building as requested by Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, July 21, 2022.

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 **July 7, 2022**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
June 30, 2022

PUBLISH ONE DAY – JULY 7, 2022 -- THE EVANGELIST
PUBLISH ONE DAY – JULY 7, 2022 -- THE TIMES UNION

Albany County Request for Contract Approval

Contract #	2022-494
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Tuesday, August 16, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Clark Equipment Co. (dba Bobcat Co) 250 E Beaton Dr., West Fargo, ND 58078
Estimated Amount	\$83,705.00
Estimated Term	10/1/2022 to 3/31/2023
Scope of Services	The Purchase of one T76 T4 Bobcat Compact Track Loader from NYS Contract PC69396 Award #PGB22792. Bond HHT8 will be used for this purchase.
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: 8/11/2022

Re: Contract Request
The Purchase of a Bobcat Compact Loader

The Public Works Department respectfully requests approval to purchase one (1) T76 T4 Bobcat Compact Track Loader from Clark Equipment (dba Bobcat Company). This vendor has been selected from the NYS Contract PC69396, Award #PGB22792. The total purchase price shall not exceed \$83,705.00 and Bond HHT8 (Res. 93 3/14/22) will be used.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 16, 2022

RE: Purchase of one (1) T76 T4 Bobcat Compact Track Loader from NYS Contract
PC69396 Group 40625 Award PGB-22792

I am in receipt of your recommendation to Clark Equipment dba Bobcat Company in the amount not to exceed \$83,704.40 for the purchase of a Bobcat Compact Track Loader.

As Clark Equipment dba Bobcat Company has an approved contract with NYS Contract PC69396 Group 40625 Award PGB-22792 and all pricing has been verified from the current list price I have no objection to your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: August 10, 2022

RE: Purchase of One (1) T76 T4 Bobcat Compact Track Loader
From NYS Contract PC69396 Group 40625 Award PGB-22792

I would like to recommend Clark Equipment Company (dba Bobcat Company) for the purchase of one (1) T76 T4 Bobcat Compact Track Loader. Clark Equipment Company is the selected vendor from NYS Contract PC69396 Group 40625 Award PGB-22792. The total purchase amount shall not exceed \$83,704.00.

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



**Office of General Services
Procurement Services**

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

Contract Award Notification

Title	: Group 40625 –Heavy Equipment (Statewide) Classification Code(s): 21, 22, 23, 24, 25, 39 and 40
Award Number	: <u>PGB-22792</u>
Contract Period	: Various. See Contractor Information page
Bid Opening Date	: May 30, 2014
Date of Issue	: July 8, 2014 (Revised July 7, 2022)
Specification Reference	: As Incorporated In The Piggyback Agreements
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jacqueline Burke Title : Contract Management Specialist Phone : 518-486-1821 E-mail : jacqueline.burke@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compression rollers, compressors, dozers, graders, excavators, mowing tractors, and mowing attachments and trailers with related accessories, attachments and supplies.

PR # 22792

Authorized Resellers (Delivery Only)

Reseller Name and Address	Reseller Contact Information
BOBCAT COMPANY	
Bobcat of the Twin Tiers Horseheads, NY	Phone: (607) 733-6572 Fax: (607)733-9854 Email: jlaplante@thompsonandjohnson.com
Bobcat of the Twin Tiers Horseheads, NY	Phone: (607) 733-6572 Fax: (607)733-9854 Email: jlaplante@thompsonandjohnson.com
Thompson & Johnson Equipment Binghamton, NY	Phone: (607) 748-3351 Fax: (607)748-0184 Email: brandall@thompsonandjohnson.com
Alexander Equipment Alexander, NY	Phone: (585) 591-2955 Fax: (585) 547-3754 Email: alexanderequipment@rochester.rr.com
Excell Motor Sports LLC Hubbardsville, NY	Phone: (315) 691-6916 Email: excellmotorsports@centralny.twcbc.com
✓ Bobcat of Saratoga LLC Gansevoort, NY	Phone: (518) 798-9283 Fax: (518) 798-9286 Email: dfiacco@finkeequipment.com
Bobcat of Westchester Briarcliff Manor, NY	Phone: (914) 762-9890 Fax: (914) 762-3670 Email: rob@bobcatzone.com
Warner Sales & Service Rome, NY	Phone: (315) 336-0311 Fax: (315) 336-3720 Email: stocker@warnerss.com
Bobcat of the Finger Lakes Fairport, NY	Phone: (585) 223-4056 Fax: (585) 425-7644 Email: Rebecca@djmequipment.com
Bobcat of Plattsburgh Plattsburgh, NY	Phone: (518) 825-7368 Fax: (315) 788-5842 Email: egrental@twcny.rr.com
Eklund Family Farm Machinery, Inc. Stamford, NY	Phone: (607) 652-2151 Fax: (607) 652-2737 Email: EFFM1@HOTMAIL.COM
Bobcat of Watertown Watertown, NY	Phone: (315) 788-7368 Fax: (315) 788-5842 Email: egrental@twcny.rr.com

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



**Office of General Services
Procurement Services**

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

Contractor Information Summary

Updated: July 07, 2022

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

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

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

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68200	Alamo Group (TX), Inc. DBA Alamo Industrial 1502 East Walnut St. Seguin, TX 78155 Federal ID: 742362509 NYS Vendor ID: 1000058230	Contract Period: 08/08/2018 to 10/02/2022 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68526	Altec Industries, Inc. Suite 110 33 Inverness Center Parkway Birmingham, AL 35242 Federal ID: 630362926 NYS Vendor ID: 1000009606	Contract Period: 02/13/2020 to 03/14/2023 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69406	Caterpillar Inc. 100 NE Adams St. Peoria IL 61629 Federal ID: 370602744 NYS Vendor ID: 1100137599	Contract Period: 05/20/2021 to 05/13/2023 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68956	Cives Corporation DBA Viking Cives (USA) 1431 Mill Street Harrisville, NY 13648 Federal ID: 160955800 NYS Vendor ID: 1000007605	Contract Period: 12/24/2019 to 10/29/2022 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
* PC69396	Clark Equipment Company DBA Bobcat Company 250 East Beaton Drive West Fargo, ND 58078 Federal ID: 380425350 NYS Vendor ID: 1000009236	Contract Period: 05/20/2021 to 05/31/2023 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

Group 40625– Award 22792, Heavy Equipment

**Clark Equipment Company
Contractor and Pricing Information**

Effective November 24, 2021

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC69396 Sourcewell Contract: 040319-CEC	Clark Equipment Company dba Bobcat Company 250 East Beaton Drive West Fargo, ND 58078	Name: Randy Fuss Director, Government Accounts Doosan Bobcat, Bobcat Company Doosan Portable Power Phone: (701) 241-8746 Fax: (855) 608-0681 Email: randy.fuss@doosan.com	Federal ID 380425350 NYS Vendor ID 1000009236
Business Hours: M-F 7:30am to 4:30pm. Closed Sat & Sun.			

Additional Contacts

Expedited Orders: Name: Heather Messmer Government Sales Support Mgr. Phone: (701) 241-8719 or Toll Free (800) 965-4232 opt #2 Fax: (855) 608-0681 Email: heather.messmer@doosan.com	Emergencies After Business Hours: Name: Randy Fuss Director, Government Accounts Phone: (701) 371-4263 Fax: (855) 608-0681 Email: randy.fuss@doosan.com
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Contract Pricelist and Discounts

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

Contractor Discounts (Contact Centralized Contract Contact listed above for price list.)	
Skid Steer Loaders	28.0%
Compact Track Loaders ✓	28.0%
Loader Attachments	24.0%
Compact Wheel Loader (CWL)	24.0%
CWL Attachments	24.0%
Small Articulating Loaders (SAL)	24.0%
SAL Attachments	24.0%
Compact Excavators	30.0%
Large Excavators	30.0%
Excavator Attachments	24.0%
Mini Track Loaders (MTL)	24.0%
MTL Attachments	24.0%
Toolcat	20.0%
Toolcat Attachments	24.0%
Compact Tractors	20.0%
Compact Tractor Implements and Attachments	24.0%
Utility Vehicles	20.0%
Versahandler	24.0%
VH Attachments	24.0%
Bobcat® Mowers	16.0%
RYAN Turf Equipment & Attachments	16.0%
Steiner Tractors & Attachments	20.0%
NOTE: Effective November 24, 2021, the following surcharge charges will apply to net pricing after discounts:	
Bobcat Base Model Surcharge	5.89%
Bobcat Zero Turn Mower Surcharge	3.2%
Steiner Products Surcharge	6.0%
Ryan Products Surcharge	8.0%
Attachments Surcharge	5.9%-16.5%

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$50,000	Yes. No additional discount.
Does Contractor offer Prompt Payment Discounts?	No.

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

RESOLUTION NO. 93

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/14/22

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,420,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,420,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,420,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,420,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 2. The County is hereby authorized to undertake a Highway Pavement Recycling Project for portions of CR 261, CR 53 and CR 9 in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(c), (d) and (e) of the Law, is fifteen (15) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,450,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,450,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,450,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,450,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the construction of new highway garage facilities located in Towns of Knox and Coeymans, Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$5,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$5,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$5,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$5,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(11)(a)(1) of the Law, is thirty (30) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$10,820,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

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

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

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

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

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

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax

purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

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

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

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

(2) With respect to the replacement of the Albany County Rail Trail bridge, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(A) The replacement of the Albany County Rail Trail bridge constitute a "Type I action" (as said quoted term is defined in the Regulations).

(B) The County took steps to establish a "lead agency" (as said quoted term is defined in the Regulations) and, following such steps the County appointed itself the "lead agency" with respect to the replacement of the Albany County Rail Trail bridge.

(B) Following a review of Full Environmental Assessment Form prepared by Department of Economic Development, Conservation and Planning, the County hereby determines that the project will result in no major impacts and, therefore, is one that will not cause significant damage to the environment.

(C) Therefore, the County hereby determines that the replacement of the Albany County

Rail Trail bridge will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to the project.

(D) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the replacement of the Albany County Rail Trail bridge.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The Highway Pavement Recycling Projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The acquisition of heavy duty trucks and various other equipment authorized by this resolution described in Section 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(1) The construction of new highway garage facilities located in the Towns of Knox and Coeymans described in Section 4 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional.

(2) The County hereby determines not to undertake a coordinated review of the construction of new highway garage facilities, and therefore will not seek lead agency status with respect to the projects;

(3) The project will result in no major impacts and, therefore, is one that will not cause significant damage to the environment. Therefore, the County hereby determines that the construction of new highway garage facilities will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(4) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the construction of new highway garage facilities.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or

purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

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

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

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

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

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Collins, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, Mss. Whalen and Willingham -

38

Those opposed - 0

Resolution was adopted - 3/14/22

Notes:

***Prices per the New York State Contract – PC69396**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Albany County Request for Contract Approval

Contract #	2022-506
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Thursday, August 25, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Clark Equipment Co. (dba Bobcat Co.) 250 E Beaton Dr., West Fargo, ND 58078
Estimated Amount	\$85,091.74
Estimated Term	10/1/2022 to 3/31/2023
Scope of Services	The purchase of a E60 R2 Series Bobcat Compact Excavator to be used on various road projects throughout the County. This purchase will be made using NYS Contract PC69396 and Bond HHT8 will be used.
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: August 29, 2022

Re: Contract Request

The Public Works Department respectfully requests approval to purchase one (1) E60 R2-Series Bobcat Compact Excavator from Clark Equipment (dba Bobcat Company). This vendor has been selected from the NYS Contract PC69396, Award #PGB22792. The total purchase price shall not exceed \$85,091.74 and Bond HHT8 (Res. 93 3/14/22) will be used.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 25, 2022

RE: Purchase of one (1) E60 R2-Series Bobcat Compact Excavator from NYS
Contract PC69396 Group 40625 Award PGB-22792

I am in receipt of your recommendation to award the aforementioned to Clark Equipment Company (dba Bobcat Company) in the amount not to exceed \$85,091.74.

As Clark Equipment Company (dba Bobcat Company) has current NYS Contract Award#PGB-22792 Group# 40625 PC69396, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: August 16, 2022

RE: Purchase of One (1) E60 R2-Series Bobcat Compact Excavator
From NYS Contract PC69396 Group 40625 Award PGB-22792

I would like to recommend Clark Equipment Company (dba Bobcat Company) for the purchase of one (1) E60 R2-Series Bobcat Compact Excavator. Clark Equipment Company is the selected vendor from NYS Contract PC69396 Group 40625 Award PGB-22792. The total purchase amount shall not exceed \$85,091.74.

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



**Office of General Services
Procurement Services**

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

Contract Award Notification

Title	: Group 40625 –Heavy Equipment (Statewide) Classification Code(s): 21, 22, 23, 24, 25, 39 and 40
Award Number	: <u>PGB-22792</u>
Contract Period	: Various. See Contractor Information page
Bid Opening Date	: May 30, 2014
Date of Issue	: July 8, 2014 (Revised July 7, 2022)
Specification Reference	: As Incorporated In The Piggyback Agreements
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jacqueline Burke Title : Contract Management Specialist Phone : 518-486-1821 E-mail : jacqueline.burke@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compression rollers, compressors, dozers, graders, excavators, mowing tractors, and mowing attachments and trailers with related accessories, attachments and supplies.

PR # 22792



**Office of General Services
Procurement Services**

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

Contractor Information Summary

Updated: July 26, 2022

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

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

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

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68200	Alamo Group (TX), Inc. DBA Alamo Industrial 1502 East Walnut St. Seguin, TX 78155 Federal ID: 742362509 NYS Vendor ID: 1000058230	Contract Period: 08/08/2018 to 10/02/2022 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68526	Altec Industries, Inc. Suite 110 33 Inverness Center Parkway Birmingham, AL 35242 Federal ID: 630362926 NYS Vendor ID: 1000009606	Contract Period: 02/13/2020 to 03/14/2023 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69406	Caterpillar Inc. 100 NE Adams St. Peoria IL 61629 Federal ID: 370602744 NYS Vendor ID: 1100137599	Contract Period: 05/20/2021 to 05/13/2023 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68956	Cives Corporation DBA Viking Cives (USA) 1431 Mill Street Harrisville, NY 13648 Federal ID: 160955800 NYS Vendor ID: 1000007605	Contract Period: 12/24/2019 to 10/29/2022 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69396 ✱	Clark Equipment Company DBA Bobcat Company 250 East Beaton Drive West Fargo, ND 58078 Federal ID: 380425350 NYS Vendor ID: 1000009236	Contract Period: 05/20/2021 to 05/31/2023 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

Group 40625– Award 22792, Heavy Equipment

Clark Equipment Company

Contractor and Pricing Information

Effective November 24, 2021

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC69396 Sourcewell Contract: 040319-CEC	Clark Equipment Company dba Bobcat Company 250 East Beaton Drive West Fargo, ND 58078	Name: Randy Fuss Director, Government Accounts Doosan Bobcat, Bobcat Company Doosan Portable Power Phone: (701) 241-8746 Fax: (855) 608-0681 Email: randy.fuss@doosan.com	Federal ID 380425350 NYS Vendor ID 1000009236
Business Hours: M-F 7:30am to 4:30pm. Closed Sat & Sun.			

Additional Contacts

Expedited Orders: Name: Heather Messmer Government Sales Support Mgr. Phone: (701) 241-8719 or Toll Free (800) 965-4232 opt #2 Fax: (855) 608-0681 Email: heather.messmer@doosan.com	Emergencies After Business Hours: Name: Randy Fuss Director, Government Accounts Phone: (701) 371-4263 Fax: (855) 608-0681 Email: randy.fuss@doosan.com
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Contract Pricelist and Discounts

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

Contractor Discounts (Contact Centralized Contract Contact listed above for price list.)	
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Compact Track Loaders	28.0%
Loader Attachments	24.0%
Compact Wheel Loader (CWL)	24.0%
CWL Attachments	24.0%
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Large Excavators	30.0%
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Versahandler	24.0%
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Bobcat® Mowers	16.0%
RYAN Turf Equipment & Attachments	16.0%
Steiner Tractors & Attachments	20.0%
NOTE: Effective November 24, 2021, the following surcharge charges will apply to net pricing after discounts:	
Bobcat Base Model Surcharge	5.89%
Bobcat Zero Turn Mower Surcharge	3.2%
Steiner Products Surcharge	6.0%
Ryan Products Surcharge	8.0%
Attachments Surcharge	5.9%-16.5%

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$50,000	Yes. No additional discount.
Does Contractor offer Prompt Payment Discounts?	No.

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

Authorized Resellers (Delivery Only)

Reseller Name and Address	Reseller Contact Information
BOBCAT COMPANY	
Bobcat of the Twin Tiers Horseheads, NY	Phone: (607) 733-6572 Fax: (607)733-9854 Email: jlaplante@thompsonandjohnson.com
Bobcat of the Twin Tiers Horseheads, NY	Phone: (607) 733-6572 Fax: (607)733-9854 Email: jlaplante@thompsonandjohnson.com
Thompson & Johnson Equipment Binghamton, NY	Phone: (607) 748-3351 Fax: (607)748-0184 Email: brandall@thompsonandjohnson.com
Alexander Equipment Alexander, NY	Phone: (585) 591-2955 Fax: (585) 547-3754 Email: alexanderequipment@rochester.rr.com
Excell Motor Sports LLC Hubbardsville, NY	Phone: (315) 691-6916 Email: excellmotorsports@centralny.twcbc.com
Bobcat of Saratoga LLC Gansevoort, NY	Phone: (518) 798-9283 Fax: (518) 798-9286 Email: dfiacco@finkeequipment.com
Bobcat of Westchester Briarcliff Manor, NY	Phone: (914) 762-9890 Fax: (914) 762-3670 Email: rob@bobcatzone.com
Warner Sales & Service Rome, NY	Phone: (315) 336-0311 Fax: (315) 336-3720 Email: stocker@warnerss.com
Bobcat of the Finger Lakes Fairport, NY	Phone: (585) 223-4056 Fax: (585) 425-7644 Email: Rebecca@djmequipment.com
Bobcat of Plattsburgh Plattsburgh, NY	Phone: (518) 825-7368 Fax: (315) 788-5842 Email: egrental@twcnny.rr.com
Eklund Family Farm Machinery, Inc. Stamford, NY	Phone: (607) 652-2151 Fax: (607) 652-2737 Email: EFFM1@HOTMAIL.COM
Bobcat of Watertown Watertown, NY	Phone: (315) 788-7368 Fax: (315) 788-5842 Email: egrental@twcnny.rr.com

Reseller Name and Address	Reseller Contact Information
BOBCAT COMPANY	
Bobcat of Buffalo Lockport, NY	Phone: (716) 625-6092 Fax: (716) 625-8302 Email: buffalobobcat@aol.com
John Stokowski & Sons, Inc. Middle Granville, NY	Phone: (518) 642-1610 Fax: (518) 642-3571 Email: meanngreen1@albany.twcbc.com
Kelly's Garage Perry, NY	Phone: (585) 237-2504 Fax: (585) 237-3380 Email: info@kellysgarageus.com
LeBerge & Curtis, Inc. Canton, NY	Phone: (315) 386-8568 Fax: (315) 386-5285 Email: mail@lebergeandcurtis.com
Robert H. Finke & Sons Inc. Selkirk, NY	Phone: (518) 767-9331 Fax: (518) 767-2446 Email: rstanton@finkeequipment.com
Bobcat of Gloversville Johnstown, NY	Phone: (518) 762-8201 Fax: (518) 762-6971 Email: tylerputman29@yahoo.com
Summit Handling Systems Inc. Walden, NY	Phone: (845) 569-8195 Fax: (845) 522-8173 Email: jdangelo@summithandling.com
Souther Tier Trailer Sales, Inc. Jamestown, NY	Phone: (716) 985-4600 Fax: (716) 985-4740 Email: southern-tier@madbbs.com
Bobcat of Long Island / Medford Medford, NY	Phone: (631) 447-2228 Fax: (631) 205-5905 Email: robs@bobcatzone.com
Bobcat of New York City Maspeth, NY	Phone: (718) 366-7930 Fax: (718) 366-8501 Email: robs@bobcatzone.com
Bobcat of Central New York East Syracuse, NY	Phone: (315) 437-2829 Fax: (315) 437-5160 Email: Bobcat@thompsonandjohnson.com
W and B Golf Carts, Inc Hudson, NY	Phone: (518) 851-2266 Fax: (518) 851-2268 Email: spatzwahl@mhccable.com

RESOLUTION NO. 93

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/14/22

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,420,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,420,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,420,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,420,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 2. The County is hereby authorized to undertake a Highway Pavement Recycling Project for portions of CR 261, CR 53 and CR 9 in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(c), (d) and (e) of the Law, is fifteen (15) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,450,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,450,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,450,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,450,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the construction of new highway garage facilities located in Towns of Knox and Coeymans, Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$5,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$5,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$5,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$5,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(11)(a)(1) of the Law, is thirty (30) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$10,820,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

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

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

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

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

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

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax

purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

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

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

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

(2) With respect to the replacement of the Albany County Rail Trail bridge, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(A) The replacement of the Albany County Rail Trail bridge constitute a "Type I action" (as said quoted term is defined in the Regulations).

(B) The County took steps to establish a "lead agency" (as said quoted term is defined in the Regulations) and, following such steps the County appointed itself the "lead agency" with respect to the replacement of the Albany County Rail Trail bridge.

(B) Following a review of Full Environmental Assessment Form prepared by Department of Economic Development, Conservation and Planning, the County hereby determines that the project will result in no major impacts and, therefore, is one that will not cause significant damage to the environment.

(C) Therefore, the County hereby determines that the replacement of the Albany County

Rail Trail bridge will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to the project.

(D) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the replacement of the Albany County Rail Trail bridge.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The Highway Pavement Recycling Projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The acquisition of heavy duty trucks and various other equipment authorized by this resolution described in Section 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(1) The construction of new highway garage facilities located in the Towns of Knox and Coeymans described in Section 4 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional.

(2) The County hereby determines not to undertake a coordinated review of the construction of new highway garage facilities, and therefore will not seek lead agency status with respect to the projects;

(3) The project will result in no major impacts and, therefore, is one that will not cause significant damage to the environment. Therefore, the County hereby determines that the construction of new highway garage facilities will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(4) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the construction of new highway garage facilities.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or

purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

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

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

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

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

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Collins, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, Mss. Whalen and Willingham -

38

Those opposed - 0

Resolution was adopted - 3/14/22



Bobcat

Product Quotation

Quotation Number: AMS-07409v3

Date: 2022-08-11 13:24:33

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
ALBANY COUNTY 1431323 112 State St Rm 1220 Albany, NY 12207-2023	Jared Finke Bobcat of Saratoga, LLC, Gansevoort, NY 1279 ROUTE 9 P. O. BOX 785 GANSEVOORT NY 12831 Phone: (518) 798-9283 Fax: (518) 798-9286	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Discount	Total	
E60 R2-Series Bobcat Compact Excavator	M3321	1	\$78,953.00	30%	\$55,267.10	
Factory Installed	P62 Performance Package	M3321-P06-P62	1	\$5,204.00	30%	\$3,642.80
Attachments	C42 Comfort Package	M3321-P07-C42	1	\$9,379.00	30%	\$6,565.30
	60" MX4 XCHG GRADING	7333659	1	\$2,284.00	24%	\$1,735.84
	24" MX5 XCHG TEETH	7333374	1	\$1,672.00	24%	\$1,270.72
	PCF64 Plate Compactor (PCF64)	7210256	1	\$7,182.00	24%	\$5,458.32
	--- PC Hose Kit for Std Arm & E42/E50/E60 R2 All Arms	7217835	1	\$266.00	24%	\$202.16
	--- X-Change Mounting Cap - HB880/HB980/NB 150/NB160 and PCF64 plate compactor	7113657	1	\$725.00	24%	\$551.00

Total of Items Quoted	\$74,693.24
Dealer P.D.I.	\$300.00
Freight Charges	\$2,621.00
Dealer Assembly Charges	\$202.50
Other Charges: Material and Logistics	\$7,275.00
Quote Total - US dollars	\$85,091.74

*Prices per the New York State Contract – PC69396

*Terms Net 60 Days. Credit cards accepted.

*FOB Destination

*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

*TID# 38-0425350

*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

*Quote valid for 30 days

Albany County Request for Contract Approval

Contract #	2022-507
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A6010 - Social Services
Date Submitted	Thursday, August 25, 2022
Contact Person	DeAngelis, Joe
Contact Phone	() -518
Vendor Info	Davies Office, Inc. 40 Loudonville Road, Albany, NY 12204
Estimated Amount	\$27,019.79
Estimated Term	9/1/2022 to 8/31/2023
Scope of Services	The provider will install eight cubicles and provide 8 chairs needed to establish a call center as approved by resolution 337 adopted 10/12/21.
Budget Line Item	AA6010 - 2.2001 - - -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 100.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

Brady, Amanda

From: Herbert, Christopher
Sent: Tuesday, September 6, 2022 1:43 PM
To: Brady, Amanda
Subject: FW: Scan from Albany County
Attachments: doc20220825145314.pdf

Email for attachment to DSS CAB

-----Original Message-----

From: DeAngelis, Joe <Joe.DeAngelis@albanycountyny.gov>
Sent: Tuesday, September 6, 2022 1:00 PM
To: Herbert, Christopher <Christopher.Herbert@albanycountyny.gov>
Subject: FW: Scan from Albany County

Hi Chris,

We piggybacked off a State contract for the Davies chairs and cubicles. The State contract number is documented on the attached. PS68328.

Joe

-----Original Message-----

From: DSS3FL@AlbanyCounty.com <DSS3FL@AlbanyCounty.com>
Sent: Thursday, August 25, 2022 3:53 PM
To: DeAngelis, Joe <Joe.DeAngelis@albanycountyny.gov>
Subject: Scan from Albany County

*** DO NOT REPLY ***



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 1, 2022

Hon. Andrew Joyce
Hon. Daniel P. McCoy
Hon. Bruce A Hidley
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Sirs,

Authorization is requested to contract with the Capital Area Council of Churches to provide mandated emergency and transitional services for the Department of Social Service clients.

This is a seasonal shelter which serves homeless men 18 years and older who are chronically homeless with no other shelter options. This population of homeless is by reason suffering from mental illness or addiction and unable to stay in other more traditional shelters or motels. The shelter serves residents who live on the street and under bridges, primarily in the City of Albany. For many, this shelter is the last door they find open to them.

The shelter has proposed to handle 12 guests per night some with an average stay of 30 days if warranted. An opening of Nov 1 – April 30 yields 181 days of availability and 2,172 available bed nights at \$45 per diem for categorically eligible homeless persons.

Hours of Operation - The shelter is open November through April with doors opening at 7:00 p.m. and guests departing the next morning at approximately 7:00 a.m. On extreme weather days (Code Blue), the shelter opens at 5p.m.

From 11/1/21 - 4/30/2022 76 Albany County individuals were served.

DAVIES OFFICE

FURNISH A SMARTER WORKSPACE

Davies Office Inc.
40 Loudonville Road
Albany, NY 12204

V: 518.449.2040
F: 518.449.4036

www.daviesoffice.com

C U S T O M E R	PROPOSAL		PROPOSAL #: 2208-044268KM	JOB #:	
			DATE: 8/1/2022	P.O. #:	
	BILL TO: ALBANY COUNTY DEPT. OF SOCIAL SERVICES 162 WASHINGTON AVE, 5TH FLOOR ALBANY, NY 12210		SHIP TO: ALBANY COUNTY DEPT. OF SOCIAL SERVICES 162 WASHINGTON AVE, 5TH FLOOR ALBANY, NY 12210		
	CONTACT: EILEEN WALSH PHONE: 518-447-7333 EMAIL: EILEEN.WALSH@ALBANYCOUNTYNY.GOV		ON SITE CONTACT: EILEEN WALSH PHONE: 518-447-7333 EMAIL: EILEEN.WALSH@ALBANYCOUNTYNY.GOV		

NOTES:

SCOPE OF PROJECT: DAVIES TO PROVIDE, DELIVER & INSTALL (8) SIT-ON IT HEXY TASK CHAIRS

LABOR: NON-UNION STRIGHT TIME (Overtime and weekend work will be charged additionally)

DELIVERY DATE:

MAKE PO OUT AS FOLLOWS:
Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
C/O Davies Office
6415 Katella Avenue Cypress, CA 90630

Contract #PC68328

FINISHES:

Item	Mfg	Class	Qty.	Part No.	Product Description	List	Net	Net Extension
ALLSTEEL FURNITURE								
NET ITEMS								
1	SOI	NEW	8	1203 BK2 MB MC21 US FC13 FG1 AR4 F/e3 BT1 BC4 CH1 CS5 KD	HEXY HIGHBACK TAKS CHAIR, HEIGHT ADJUSTABLE ARMS, SYNCHRO W/ SEAT DEPTH ADJUSTMENT FRAME COLOR: FOG MESH BACK: NICKEL GRADE 1 FABRIC SEAT: MALIBU RUBY	\$ 611.00	\$ 219.96	\$ 1,759.68



PROJECT SUMMARY

DAVIES SELL	\$ 1,759.68
DELIVERY & INSTALL	\$ 351.94

TOTAL PROJECT COST - DELIVERED & INSTALLED

\$ 2,111.62

(EXCLUDING SALES TAX)

TERMS AND CONDITIONS - UNLESS OTHERWISE NOTED :

- LEAD TIME FOR REMANUFACTURED PRODUCT IS TYPICALLY 4-8 WEEKS FROM TIME OF ORDER ENTRY.
- NEW PRODUCTS, WOOD OR NON STANDARD / CUSTOM ITEMS MAY REQUIRE LONGER LEAD TIMES.
- ALL REMANUFACTURED, AS-IS OR BLENDED OFFERINGS ARE SUBJECT TO AVAILABILITY AT TIME OF ORDER ENTRY.
- CANCELLED or REVISED ORDERS AFTER START OF PRODUCTION MAY BE SUBJECT TO RESTOCKING OR CANCELLATION FEES.
- DELIVERY AND INSTALLATION IS TO BE NON UNION LABOR DURING NORMAL BUSINESS HOURS W/ NORMAL, UNENCUMBERED BUILDING ACCESS.
- WITH NORMAL UNENCUMBERED BUILDING ACCESS WE PRESUME THAT ELEVATORS ARE FUNCTIONING, (STAIR CARRIES ARE ADDITIONAL) POWER IS FUNCTIONING, LOADING / UNLOADING AREAS ARE FREE AND CLEAR (Unobstructed) FOR DAVIES TRUCKS AND PERSONNEL, AND THAT AREAS DESIGNATED TO RECEIVE FURNITURE ARE FINISHED, FREE AND CLEAR OF OTHER TRADES AND READY TO RECEIVE FURNITURE AS PER THE AGREED UPON SCHEDULE.
- COSTS FOR DELAYS OR DAMAGE CREATED BY OTHER TRADES OR EXTENUATING CIRCUMSTANCES BEYOND DAVIES CONTROL WILL BE ADDED.
- COSTS FOR ELEVATOR OPERATORS, SECURITY OR POLICE DETAILS WHILE LOADING OR UNLOADING ARE ADDITIONAL AND NOT INCLUDED ABOVE.
- IF SPECIAL CONDITIONS, UNION TRADES AND / OR OVERTIME IS REQUIRED, PRICING WILL BE QUOTED AND ADJUSTED ACCORDINGLY.
- DELIVERY AND INSTALLATION COSTS ARE FOR ESTIMATE PURPOSES ONLY AND WILL BE BILLED ACCORDING TO ACTUAL TIME REQUIRED.
- CLIENT OR CLIENT INSTALLER HAS 7 BUSINESS DAYS TO INSEPECT DELVIERED GOODS AND REPORT ANY MISSING OR DAMAGED PRODUCT(S). AFTER 7 DAYS ELAPSE CLIENT ASSUMES ALL RESPONSIBILTY FOR ANY MISSING OR DAMGED PRODUCT.
- **PAYMENT TERMS:** 50% DEPOSIT AND / OR APPROVED PURCHASE ORDER REQUIRED TO PROCESS ORDER, BALANCE DUE UPON COMPLETION.
- DEPOSIT AND SIGNED PROPOSAL WITH ALL FINAL FINISH AND DESIGN SELECTIONS ARE REQUIRED FOR SCHEDULING OF PROJECT.
- SALES TAX NOT INCLUDED IN TOTAL. UNLESS SPECIFICALLY NOTED.
- PROPOSED PRICING IS VALID FOR 30 DAYS FROM DATE ABOVE.

Proposed by: Kaitlyn Mott; Interior Designer; 518-449-2040 x 273; kaitlynmott@daviesoffice.com

Accepted by: _____ **Date:** _____ **Aud:** _____

DAVIES OFFICE

FURNISH A SMARTER WORKSPACE

Davies Office Inc.
40 Loudonville Road
Albany, NY 12204

V: 518.449.2040
F: 518.449.4036

www.daviesoffice.com

CUSTOMER	PROPOSAL	PROPOSAL #: 2207-044162KM	JOB #:
		DATE: 7/20/2022	P.O. #:
	BILL TO: ALBANY COUNTY DEPT. OF SOCIAL SERVICES 162 WASHINGTON AVE, 5TH FLOOR ALBANY, NY 12210 CONTACT: EILEEN WALSH PHONE: 518-447-7333 EMAIL: EILEEN.WALSH@ALBANYCOUNTYNY.GOV	SHIP TO: ALBANY COUNTY DEPT. OF SOCIAL SERVICES 162 WASHINGTON AVE, 5TH FLOOR ALBANY, NY 12210 ON SITE CONTACT: EILEEN WALSH PHONE: 518-447-7333 EMAIL: EILEEN.WALSH@ALBANYCOUNTYNY.GOV	

NOTES:

SCOPE OF PROJECT: DAVIES TO PROVIDE, DELIVER & INSTALL (8) ALLSTEEL OPTIMIZE STATIONS

LABOR: NON-UNION STRIGHT TIME (Overtime and weekend work will be charged additionally)

DELIVERY DATE:

MAKE PO OUT AS FOLLOWS:
 Allsteel, Inc
 c/o Davies Office
 2210 Second Avenue
 Muscatine, IA 52761

FINISHES:	
GRADE 1 PANEL FABRIC: WORK SURFACE LAMINATE: TBD EDGE STYLE: COLOR:	PAINT- TRIM: PAINT- PEDS: KEYING: (4) SETS OF 2

Item	Mfg	Class	Qty.	Part No.	Product Description	List	Net	Net Extension
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ALLSTEEL FURNITURE

NET ITEMS

1	ALS	NEW	1		DAVIES TO PROVIDE FURNITURE LISTED ON ATTACHED SMART QUOTE PDF.	\$ 70,395.00	\$ 21,470.84	\$ 21,470.84
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(INDIVIDUAL PRODUCT PRICING, INCLUDING PRODUCT DESCRIPTION, LIST AND NET PRICE, AND OVERALL DISCOUNT CAN BE FOUND ON ATTACHED SMARTQUOTE PDF PROVIDED BY ALLSTEEL SYNERGY.)

PROJECT SUMMARY

DAVIES SELL	\$ 21,470.84
DELIVERY & INSTALL	\$ 3,435.33
TOTAL PROJECT COST - DELIVERED & INSTALLED	\$ 24,906.17
(EXCLUDING SALES TAX)	

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

Quote Name: 2207-044162KM	Quote Number: SQCWC000414-1
Created By: Kaitlyn Mott	Created Date: 7/20/2022
Comments:	Last Modified Date: 7/20/2022
	Total Units: 237

Customer / Contact Information	Shipping Information
	Same as Bill-to

Line #	Qty Tags	Item	Total
001	8 BBF	PF197-2331.~.OMT ESSENTIALS SUPPORT PED BBF 28HX22-7/8DX15W INTEGRAL PULL	\$2,376.56
			\$7,792.00
		PAINT: ~Undecided~	
		LOCK: omt Core to Ord key Alike	

Line #	Qty Tags	Item	Total
002	8 FF	PF198-2321.\$(P1)~.OMT ESSENTIALS SUPPORT PED FF 28HX22-7/8DX15W INTEGRAL PULL	\$2,376.56
			\$7,792.00
		PAINT: P1 Paint Opts	
		PAINT_Selection: ~Undecided~	
		LOCK: omt Core to Ord key Alike	

Line #	Qty Tags	Item	Total
003	4 BPH36	A871236.P POWER HARNESS 36W	\$357.48
			\$1,172.00
		BLACK 1: CLR: Black	

Line #	Qty Tags	Item	Total
004	4 BPH42	A871242.P POWER HARNESS 42W	\$380.64
			\$1,248.00
		BLACK 1: CLR: Black	

Line #	Qty Tags	Item	Total
005	10 BPH48	A871248.P POWER HARNESS 48W	\$951.60
			\$3,120.00
		BLACK 1: CLR: Black	

Line #	Qty Tags	Item	Total
006	8 1	A871501.~ DUPLEX RECEPT CIRCUIT 1 3+1 OR 2+2 SYSTEM	\$131.76
			\$432.00
		PAINT: Undecided PAINT Option	

Line #	Qty Tags	Item	Total
007	8 2	A871502.~ DUPLEX RECEPT CIRCUIT 2 3+1 OR 2+2 SYSTEM	\$131.76
			\$432.00
		PAINT: Undecided PAINT Option	

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ALBANY, NY 12204-1513

Line #	Qty Tags	Item			Total
008	8 3	A871503.~ DUPLEX RECEPT CIRCUIT 3 3+1 OR 2+2 SYSTEM	Sell Price	\$16.47	\$131.76
			Discount	69.50%	
			List Price	\$54.00	\$432.00
		PAINT: Undecided PAINT Option			

Line #	Qty Tags	Item			Total
009	2 BIF	A871972.P BASE IN-FEED 6FT FLEX CABLE	Sell Price	\$75.95	\$151.90
			Discount	69.50%	
			List Price	\$249.00	\$498.00
		BLACK 1: CLR: Black			

Line #	Qty Tags	Item			Total
010	4 50X48TP	P15048TP.\$(A)~.\$(P1)~ OPTIMIZE TCKBLE PNL 50H X 48W W/OUT TOP CAP	Sell Price	\$213.20	\$852.80
			Discount	69.50%	
			List Price	\$699.00	\$2,796.00
		FABRIC: GRD A FAB			
		FABRIC_Selection: ~Undecided~			
		PAINT: P1 Paint Opts			
		PAINT_Selection: ~Undecided~			

Line #	Qty Tags	Item			Total
011	12 65X36TP	P16536TP.\$(A)~.\$(P1)~ OPTIMIZE TCKBLE PNL 65H X 36W W/OUT TOP CAP	Sell Price	\$195.81	\$2,349.72
			Discount	69.50%	
			List Price	\$642.00	\$7,704.00
		FABRIC: GRD A FAB			
		FABRIC_Selection: ~Undecided~			
		PAINT: P1 Paint Opts			
		PAINT_Selection: ~Undecided~			

Line #	Qty Tags	Item			Total
012	4 65X42TP	P16542TP.\$(A)~.\$(P1)~ OPTIMIZE TCKBLE PNL 65H X 42W W/OUT TOP CAP	Sell Price	\$217.47	\$869.88
			Discount	69.50%	
			List Price	\$713.00	\$2,852.00
		FABRIC: GRD A FAB			
		FABRIC_Selection: ~Undecided~			
		PAINT: P1 Paint Opts			
		PAINT_Selection: ~Undecided~			

Line #	Qty Tags	Item			Total
013	16 65X48TP	P16548TP.\$(A)~.\$(P1)~ OPTIMIZE TCKBLE PNL 65H X 48W W/OUT TOP CAP	Sell Price	\$229.36	\$3,669.76
			Discount	69.50%	
			List Price	\$752.00	\$12,032.00
		FABRIC: GRD A FAB			
		FABRIC_Selection: ~Undecided~			
		PAINT: P1 Paint Opts			
		PAINT_Selection: ~Undecided~			

Line #	Qty Tags	Item			Total
014	12 36	P1TC36.\$(P1)~ PANEL TOP CAP 36W	Sell Price	\$10.37	\$124.44
			Discount	69.50%	
			List Price	\$34.00	\$408.00
		PAINT: P1 Paint Opts			
		PAINT_Selection: ~Undecided~			

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Line #	Qty	Tags	Item			Total
015	4	42	P1TC42.\$(P1)~ PANEL TOP CAP 42W	Sell Price	\$10.98	\$43.92
				Discount	69.50%	
				List Price	\$36.00	\$144.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: ~Undecided~			

Line #	Qty	Tags	Item			Total
016	20	48	P1TC48.\$(P1)~ PANEL TOP CAP 48W	Sell Price	\$12.81	\$256.20
				Discount	69.50%	
				List Price	\$42.00	\$840.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: ~Undecided~			

Line #	Qty	Tags	Item			Total
017	4	50E	P350PV.\$(P1)~ OPTIMIZE PANEL END COVERS 50H	Sell Price	\$27.45	\$109.80
				Discount	69.50%	
				List Price	\$90.00	\$360.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: ~Undecided~			

Line #	Qty	Tags	Item			Total
018	8	65E	P365PV.\$(P1)~ OPTIMIZE PANEL END COVERS 65H	Sell Price	\$27.45	\$219.60
				Discount	69.50%	
				List Price	\$90.00	\$720.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: ~Undecided~			

Line #	Qty	Tags	Item			Total
019	8	P3CONL65N	P3CONL65N.\$(P1)~ 65H L CONNECTOR POST	Sell Price	\$41.48	\$331.84
				Discount	69.50%	
				List Price	\$136.00	\$1,088.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: ~Undecided~			

Line #	Qty	Tags	Item			Total
020	8	P3CONSL	P3CONSL L CONNECTOR STRAP	Sell Price	\$5.49	\$43.92
				Discount	69.50%	
				List Price	\$18.00	\$144.00

Line #	Qty	Tags	Item			Total
021	4	P3CONST	P3CONST T CONNECTOR STRAP	Sell Price	\$7.02	\$28.08
				Discount	69.48%	
				List Price	\$23.00	\$92.00

Line #	Qty	Tags	Item			Total
022	2	P3CONSX	P3CONSX X CONNECTOR STRAP	Sell Price	\$8.85	\$17.70
				Discount	69.48%	
				List Price	\$29.00	\$58.00

Line #	Qty	Tags	Item			Total
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023	2	P3CONT65N	P3CONT65N.\$(P1)~ 65H T CONNECTOR POST	Sell Price	\$67.71		\$135.42
				Discount	69.50%		
				List Price	\$222.00		\$444.00
			PAINT: P1 Paint Opts				
			PAINT_Selection: ~Undecided~				

Line #	Qty	Tags	Item				Total
024	2	T65	P3CONT65N.\$(P1)~ 65H T CONNECTOR POST	Sell Price	\$67.71		\$135.42
				Discount	69.50%		
				List Price	\$222.00		\$444.00
			PAINT: P1 Paint Opts				
			PAINT_Selection: ~Undecided~				

Line #	Qty	Tags	Item				Total
025	12	IC	P3CONTT OPTIMIZE INLINE CONNECTOR KIT	Sell Price	\$25.01		\$300.12
				Discount	69.50%		
				List Price	\$82.00		\$984.00

Line #	Qty	Tags	Item				Total
026	4	15H	P3CONVH15.\$(P1)~ OPTIMIZE VARIABLE HEIGHT CONNECTOR KIT 15H	Sell Price	\$25.32		\$101.28
				Discount	69.49%		
				List Price	\$83.00		\$332.00
			PAINT: P1 Paint Opts				
			PAINT_Selection: ~Undecided~				

Line #	Qty	Tags	Item				Total
027	2	P3CONX65N	P3CONX65N.\$(P1)~ 65H X CONNECTOR POST	Sell Price	\$65.27		\$130.54
				Discount	69.50%		
				List Price	\$214.00		\$428.00
			PAINT: P1 Paint Opts				
			PAINT_Selection: ~Undecided~				

Line #	Qty	Tags	Item				Total
028	8	24x54	T52454S.LT3B.EV.P PRIMARY 24DX54W FLAT EG LAM W/GROMMETS	Sell Price	\$158.30		\$1,266.40
				Discount	69.50%		
				List Price	\$519.00		\$4,152.00
			LAMINATE: Grd L1 Standard Laminates				
			LAMINATE_Selection: Ash				
			EDGE: Edg: Loft				
			GROMMET: Plastic Grommet				

Line #	Qty	Tags	Item				Total
029	8	24x96	T52496S.LT3B.EV.P PRIMARY 24DX96W FLAT EG LAM W/GROMMETS	Sell Price	\$343.13		\$2,745.04
				Discount	69.50%		
				List Price	\$1,125.00		\$9,000.00
			LAMINATE: Grd L1 Standard Laminates				
			LAMINATE_Selection: Ash				
			EDGE: Edg: Loft				
			GROMMET: Plastic Grommet				

Line #	Qty	Tags	Item				Total
030	8	FB	T624FB FLAT BRACKET 24D	Sell Price	\$18.00		\$144.00
				Discount	69.49%		
				List Price	\$59.00		\$472.00

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Line #	Qty Tags	Item	Sell Price	Discount	List Price	Total
031	12 CBL	T6CB24L.(P1)~ CANTILEVER BRACKET 24D LH TERRACE	\$21.05	69.49%	\$69.00	\$252.60
		PAINT: P1 Paint Opts				
		PAINT_Selection: ~Undecided~				\$828.00

Line #	Qty Tags	Item	Sell Price	Discount	List Price	Total
032	12 CBR	T6CB24R.(P1)~ CANTILEVER BRACKET 24D RH TERRACE	\$21.05	69.49%	\$69.00	\$252.60
		PAINT: P1 Paint Opts				
		PAINT_Selection: ~Undecided~				\$828.00

Line #	Qty Tags	Item	Sell Price	Discount	List Price	Total
033	1	LKFE2SLV.SEQ/101.8 LOCK CORE KIT SILVER - 2 CORES 2 KEYS	\$99.74	69.50%	\$327.00	\$99.74
		KEY NUMBER: Key Number				
		KEY NUMBER_Selection: Key Number Sequence Start--Key Number 101				
		QTY: Quantity: 8				\$327.00

Total Sell Price: \$21,470.84

Submitted By:	
Accepted By:	
Date:	

RESOLUTION NO. 337

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE REGARDING THE 2021 SNAP PROCESS AND TECHNOLOGY IMPROVEMENT GRANT AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET

Introduced: 10/12/21

By Social Services Committee:

WHEREAS, The Albany County Department of Social Services has requested authorization to enter into an agreement with the U.S. Department of Agriculture regarding the 2021 SNAP Process and Technology Improvement Grant in the amount of \$853,751 for a term commencing September 30, 2021 and ending September 30, 2024, and

WHEREAS, The Commissioner has indicated the funding will cover salaries and fringe for eight staff for the first year of the grant to include three current staff, the purchase of a call center phone system, call center data collection software, workflow management and status tracking software and essential training and furniture needed to establish the call center, and

WHEREAS, The Commissioner has also indicated that a budget amendment is necessary to appropriate a portion of the aforementioned grant funding into the 2021 Department of Social Services Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Agriculture regarding the 2021 SNAP Process and Technology Improvement Grant in the amount of \$853,751 for a term commencing September 30, 2021 and ending September 30, 2024, and, be it further

RESOLVED, By the Albany County Legislature that the 2021 Department of Social Services Budget is amended as follows:

Increase Revenue Account A4610 Soc.Serv Administration by \$94,752

Increase Appropriation Account A6010.1 by \$30,234 by increasing the following line items:

Increase line item A6010 1 2223 023 Supervising Eligibility Examiner by \$17,335 with an annual salary of \$69,338

Increase line item A6010 1 5504 Administrative Assistant by \$12,899 with an annual salary of \$51,597

Albany County Request for Contract Approval

Contract #	2022-513
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	C) Renewal
Department	A6140 - Safety NetA6142 - Emergency Aid for Adults
Date Submitted	Friday, September 02, 2022
Contact Person	DeAngelis, Joe
Contact Phone	() -518
Vendor Info	Capital Area Council of Churches 646 State Street, Albany, NY 12203-1217
Estimated Amount	\$95,000.00
Estimated Term	11/1/2022 to 4/30/2023
Scope of Services	This is a seasonal shelter which serves homeless men 18 years and older who are chronically homeless with no other shelter options.
Budget Line Item	AA6140 - 44046 AA6142 - 44046 - -
Fiscal Impact	County: 65.20% State: 34.80% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER
ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER
VALERIE SACKS
DEPUTY COMMISSIONER

September 1, 2022

Hon. Andrew Joyce
Hon. Daniel P. McCoy
Hon. Bruce A. Hidley
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Sirs,

Authorization is requested to contract with the Capital Area Council of Churches to provide mandated emergency and transitional services for the Department of Social Service clients.

This is a seasonal shelter which serves homeless men 18 years and older who are chronically homeless with no other shelter options. This population of homeless is by reason suffering from mental illness or addiction and unable to stay in other more traditional shelters or motels. The shelter serves residents who live on the street and under bridges, primarily in the City of Albany. For many, this shelter is the last door they find open to them.

The shelter has proposed to handle 12 guests per night some with an average stay of 30 days if warranted. An opening of Nov 1 – April 30 yields 181 days of availability and 2,172 available bed nights at \$45 per diem for categorically eligible homeless persons.

Hours of Operation - The shelter is open November through April with doors opening at 7:00 p.m. and guests departing the next morning at approximately 7:00 a.m. On extreme weather days (Code Blue), the shelter opens at 5p.m.

From 11/1/21 - 4/30/2022 76 Albany County individuals were served.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
CAPITAL AREA COUNCIL OF CHURCHES**

PURSUANT TO CONTRACT NO. 2022-513

This is an Agreement made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Capital Area Council of Churches, located at 646 State Street, Albany NY, 12210 (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary services to meet the needs of the County and to meet the needs of the aforementioned individuals residing in Albany County, and

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at 646 State Street, Albany NY, as herein set forth and as more particularly described in Exhibit 1 of this Agreement attached hereto and made a part hereof.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to obtain the community services necessary to become self-sufficient, and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 646 State Street, Albany New York.

The provision of services at any other locations will not be paid for under this Agreement, unless the Department's prior written approval has been secured, and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these Exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY

As part of this Agreement, the Provider agrees to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Agreement and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Provider, its agents or representatives shall be cause for immediate termination of this Agreement.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to 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, upon request. The Provider agrees to 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, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

The Provider agrees that the federal Housing and Urban Development Agency (HUD) shall have the same access to any books, documents, records and other information relevant to the project as is provided to the County and to the State.

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

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. ACCOUNTING RECORDS

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

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County

Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum of **FOURTY-FIVE DOLLARS AND 00/100 CENTS (\$45.00)** per day, per public assistance-eligible person, as full compensation for the Service described herein. Contract amount shall not exceed **NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$95,000)**.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with specifications included under Exhibit 2 attached hereto and made a part hereof.

ARTICLE XI. RELATIONSHIP

The Provider 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 of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold

the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. 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 either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made 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 XVII. 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 Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERMINATION

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this

Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TERM OF AGREEMENT

The term of this Agreement shall commence on November 1, 2022 and will continue in effect through April 30, 2023. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

In the event of a breach by Provider, Provider 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.

ARTICLE XXIV. MACBRIDE PRINCIPLES

Provider hereby represents that said Provider 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 Provider 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 Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider 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 Appendix A attached hereto and made a part hereof.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVII. LICENSES

The Provider 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 XXVIII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Provider 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 (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

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

COUNTY OF ALBANY

DATE: _____

BY: _____

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

**CAPITAL AREA
COUNCIL OF CHURCHES**

DATE: _____

BY: _____

Name

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____

By: _____

Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

Title

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition- Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons- An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter, and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision- Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room, supervision, and services related to housing and self-sufficiency which assures the protection of resident's rights and promotes the social, physical, and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.

9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.
11. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
12. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
13. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
14. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - c. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility, and which would pose a serious health threat to other facility residents.
 - d. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. With regards to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment.
5. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify the Department and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.

6. The Provider will admit up to ten homeless residents referred by the Department as needed per day.

C. Resident Services.

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, supervision, and information/referral to community resources available to securing permanent housing.

1. Environmental Standards

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation, and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being, and which support daily activities.
- c. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- d. The Provider shall insure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition, and in good repair.

2. Supervision Services

- a. Supervision services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals available in the community.
 - guidance to encourage residents to perform personal hygiene;
 - guidance to encourage residents to dress appropriately for weather and activities.
- b. All staff shall be trained in the means of rapidly evacuating the building.
- c. In the event that a resident develops a medical condition which requires immediate or continual medical attention which constitutes a danger to self or others, the Provider shall make arrangements for transfer of resident to an appropriate medical facility;
- d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall notify the appropriate local authorities.

- e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the appropriate local authorities.
- f. The Provider shall maintain a record of all resident injuries or death.
- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7-day, 7PM-7AM basis.
- i. The Provider may utilize trained volunteers in lieu of paid staff, and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
- j. Staff shall be immediately accessible at all times while on duty.
- k. Provision shall be made for backup staff.
- l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

3. Information and Referral Services

- a. The Provider shall have knowledge of, and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
- b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
- c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
 - cooperate with service providers in executing a plan for service for individual residents.
- d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary.

D. Involuntary Discharge or Transfer

- 1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility, and residents' rights and obligations while residing in the facility.
- 2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.

- b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
- c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated, and an appropriate referral made, if practical and necessary.
- d. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
- e. The discharge decision and reasons thereof will be fully documented in the facility's records, and made available to the Department upon request.

E. Service Relationships

- a. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking appropriate social services.
- b. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

IV. Monitoring and Evaluation

- a. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Section 8 of this Agreement.
- b. The Provider agrees to provide the Department with a copy of its by-laws.
- c. The Provider agrees to provide the Department with any agreed upon reports.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement- the Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements, and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility.
4. All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department or complete a waiver application at the facility to be sent to the Department for review.
5. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide same to the resident. This form will include an indication of acceptance or denial.
6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider for the contracted amount stipulated in Article X of this Agreement.
2. At agreed-upon regular intervals, per diem reimbursements will be authorized to the Provider in the predetermined amount appropriate to the period, upon the Provider's submittal of a report of specific public assistance-eligible persons sheltered and their dates of stay, using forms to be supplied by the Department.

APPENDIX A

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 Provider 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: Capital Area Council of Churches.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County and/or the Department.
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 Social Service and/or 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 Social Service and/or 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, 2022 – April 30, 2023. 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 Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (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 Appendix, 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 Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2022-509
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A6119 - Children, Youth & Families
Date Submitted	Tuesday, August 30, 2022
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	Trinity Alliance of the Capital Region 15 Trinity Place , ALBANY, NY 12202
Estimated Amount	\$62,542.00
Estimated Term	5/1/2022 to 3/31/2023
Scope of Services	Family Peer Advocate Services / Family First Mobile Response Team Assisting parents coping with crises such as a child protective services (CPS) investigations or family separation by providing empathic understanding from individuals who have faced similar circumstances
Budget Line Item	AA6119 - 44046 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET ¥ SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Trinity Alliance of the Capital Region for the Peer Advocate Services / Family First Mobile Response Team

DATE: August 31, 2022

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for Trinity Alliance of the Capital Region for the Peer Advocate Services / Family First Mobile Response Team. The terms of the contract run May 1, 2022 through March 31, 2023 for an amount not to exceed \$62,542.

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

Enc

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Agreement with Trinity Alliance of the Capital Region for the Provisions of a Family Peer Advocate Services

The Department respectfully requests authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region for provision of Family and Peer Advocate Services. The total contractual amount is for \$ 62,542. For the period of May 1, 2022 – March 31, 2023.

The Family Peer Advocate will be utilized for Family First Mobile Response Team and will be funded under NYS Office of Children and Family Services. The Department received approval to accept this allocation via resolution 2022-241.

In order to implement the Family Peer Advocate (FPA) services, the Department issues a Request for Proposal for Family Peer Advocate services – RFP #2022-088 on July 7, 2022 with responses due July, 22, 2022. Albany County DCYF sought proposal to provide Family Peer Advocate services with the focus on family preservation of foster or kinship families as well as families involved with the child welfare system.

The value FPAs will bring to the mobile response teams has been recognized by OCFS. FPAs are trained and credentialed individuals with lived experience navigating specific systems. FPAs assist parents coping with crises such as a child protective services (CPS) investigations or family separation by providing empathic understanding from individuals who have faced similar circumstances. FPAs can mentor and cultivate a parent's confidence in system literacy, understanding of parental rights, service navigation, and advocacy to local departments of social services (LDSSs), provider agencies, the court system and other system actors. The supportive and trusting relationship between a parent and their advocate can help educate the parent to navigate the system and access the tools they need to hold self-determination for their families throughout the process.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning, Commissioner
Department for Children, Youth, and Family

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 26, 2022

RE: RFP#2022-088, Family Peer Advocate

I am in receipt of your recommendation to award the aforementioned to Trinity Alliance of the Capital Region in the amount of \$62,542.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Trinity Alliance of the Capital Region.

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

RESOLUTION NO. 241

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES REGARDING THE FAMILY PEER ADVOCATES PROGRAM AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 7/11/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the New York State Office of Children and Family Services (OCFS) in order to accept funding regarding the Family Peer Advocates Program in the amount of \$120,000 for a term commencing May 1, 2022 and ending April 30, 2023, and

WHEREAS, The Family Peer Advocate will be part of a mobile response team, to include a trained and credentialed individual with lived experiences who will assist parents coping with crises such as a child protective services investigation or family separation by providing empathic understanding from an individual who has faced similar circumstances, and

WHEREAS, The Commissioner has indicated that the Department will issue a Request for Proposals for Family Peer Advocate services, and

WHEREAS, The Commissioner has also indicated that a budget amendment is necessary to incorporate said funds into the 2022 Department for Children, Youth and Families budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with OCFS in order to accept funding regarding the Family Peer Advocates Program in the amount of \$120,000 for the term commencing May 1, 2022 and ending April 30, 2023, and, be it further

RESOLVED, That the 2022 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3661 Family & Children Svcs Block by \$120,000

Increase Appropriation Account A6119.4 by \$120,000 by increasing Line Item A6119 4 4046 Fees for Services by \$120,000

and, be it further