County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Wednesday, April 24, 2024 5:30 PM

Harold L. Joyce Albany County Office Building Room 730

Elder Care Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

- 2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT
- 3. LOCAL LAW NO. "F" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT
- **4.** AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE REGARDING RESIDENTIAL LAUNDRY SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER
- 5. AUTHORIZING AN AGREEMENT WITH EASTERN HEATING AND COOLING, INC. FOR PREVENTIVE MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS AT SHAKER PLACE REHABILITATION AND NURSING CENTER
- 6. AMENDING THE 2024 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

County of Albany

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207



Meeting Minutes

Wednesday, March 27, 2024 5:30 PM

Harold L. Joyce Albany County Office Building Room 730

Elder Care Committee

PREVIOUS BUSINESS:

Present: Carolyn McLaughlin, Ellen Rosano, Robert J. Beston,

Susan C. Laurilliard, Victoria Plotsky, Bill L. Ricard, Mark A. Robinson, Ryan Conway and Jennifer A. Whalen

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

2. AMENDING RESOLUTION NO. 366 FOR 2022 REGARDING CONGREGATE MEAL SERVICES FOR SENIORS

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

CURRENT BUSINESS:

A motion was made, duly seconded, to group item 3-7. The motion passed by unanimous vote.

3. AMENDING RESOLUTION NO. 278 FOR 2022 REGARDING THE TITLE III-B SUPPORTIVE SERVICES PROGRAM

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

4. AMENDING RESOLUTION NO. 279 FOR 2022 REGARDING THE TITLE III-C-1 CONGREGATE MEALS PROGRAM

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

5. AMENDING RESOLUTION NO. 280 FOR 2022 REGARDING THE TITLE III-C-2 CONGREGATE MEALS PROGRAM

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

6. AMENDING RESOLUTION NO. 281 FOR 2022 REGARDING THE TITLE III-D MEDICATION MANAGEMENT PROGRAM

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

7. AMENDING RESOLUTION NO. 282 FOR 2022 REGARDING THE TITLE III-E ELDER CAREGIVER SUPPORT PROGRAM

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

A motion was made, duly seconded, to group item 8-12. The motion passed by unanimous vote.

8. AMENDING RESOLUTION NO. 283 FOR 2022, AS AMENDED BY RESOLUTION NO. 271 FOR 2023, REGARDING THE COMMUNITY SERVICES FOR THE ELDERLY PROGRAM AND AMENDING THE 2024 DEPARTMENT FOR AGING BUDGET

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

9. AMENDING RESOLUTION NO. 287 FOR 2022, AS AMENDED BY RESOLUTION NO. 272 FOR 2023, REGARDING THE WELLNESS IN NUTRITION PROGRAM AND AMENDING THE 2024 DEPARTMENT FOR AGING BUDGET

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

10. AMENDING RESOLUTION NO. 286 FOR 2022, AS AMENDED BY RESOLUTION NO. 273 FOR 2023, REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM AND AMENDING THE 2024 DEPARTMENT FOR AGING BUDGET

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

11. AMENDING RESOLUTION NO. 284 FOR 2022 REGARDING THE HEALTH INSURANCE INFORMATION, COUNSELING, AND ASSISTANCE PROGRAM AND AMENDING THE 2024 DEPARTMENT FOR AGING BUDGET

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

12. AMENDING RESOLUTION NO. 360 FOR 2022 REGARDING THE NY CONNECTS EXPANSION AND ENHANCEMENT PROGRAM AND AMENDING THE 2024 DEPARTMENT FOR AGING BUDGET

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

13. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACT GRANT

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

LOCAL LAW NO. F FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT

Introduced: 4/8/24 By Cunningham:

BE IT ENACTED by the Legislature of the County of Albany as follows:

SECTION I. Article Creation.

Chapter 270, Article XX, Auxiliary Dwelling Unit Exemption, is hereby created

SECTION II. § 270-166 Legislative Intent and Purpose.

- a. The Albany County Legislature recognizes the role of the family in the care of the aging and the contribution to family life that can be made by encouraging the aging to share their decades of wisdom and experience with the youth of their families.
- b. The Legislature finds and determines that it is desirous for parents and grandparents to age in place and remain in the care of their family.
- c. The Legislature further finds and determines that it is the best social and economic interest of the County of Albany to encourage the care of the aging be provided within the family, where appropriate.
- d. The Legislature further finds and determines that real property tax exemptions are an appropriate way to assist with the financial burden of caring for a parent or grandparent in the comfort of one's own home.
- e. The purpose of this Local Law is to legislatively adopt the real property tax exemption provided for the living quarters of a parent or grandparent in accordance with Section 469 of the Real Property Tax Law to read as follows:

SECTION III. § 270-167 Definitions.

For the purposes of this Local Law, the term "parent or grandparent" shall be deemed to include the birth or adoptive grandparents and parents of the owner or the spouse of the owner.

SECTION IV. § 270-168 Real Property Tax Exemption.

The County of Albany does hereby provide for an exemption from taxation to the extent of any increase in assessed value of residential property resulting from the construction or reconstruction of such property for the purpose of providing living quarters for a parent or grandparent, who is sixty-two years of age or older.

SECTION V. § 270-169 Computation of Exemption.

Such exemption shall not exceed (a) the increase in assessed value resulting from construction or reconstruction of such property, or (b) twenty percent of the total assessed value of such property as improved, or (c) twenty percent of the median sale price of residential property as reported in the most recent sales statistical summary published by the New York State Commissioner of Taxation and Finance for the county in which the property is located, whichever is less.

Such exemption shall be applicable only to construction or reconstruction which occurred subsequent to January 1, 2023 and shall only apply during taxable years during which at least one such parent or grandparent maintains a primary place of residence in such living quarters.

SECTION VI. § 270-170 Conditions on Exemption.

No such exemption shall be granted unless:

- (1) The property is within the geographical area in which such construction or reconstruction is permitted; and
- (2) The residential property so constructed or reconstructed is the principal place of residence of the owner; and
- (3) The construction or reconstruction was certified as complete through the issuance of a certificate of occupancy or a certificate of completion by the municipal building department with responsibility for town or city in which the construction or reconstruction has occurred; and
- (4) The certificate of occupancy or certificate of completion was issued on or after January 1, 2023.

SECTION VII. § 270-171 Application for Exemption.

Such exemption from taxation shall be granted upon an application made annually, upon a form promulgated by the New York State Commissioner of Taxation and Finance, by the owner of such property to the assessor of the city, town, or village having the power to assess property for taxation on or before the appropriate taxable status date of such city, town or village. If the assessor is satisfied that the property is entitled to an exemption pursuant to real property tax law section 469, they shall approve the application and such residential improvements shall be exempt from taxation and special ad valorem levies as provided by this Local Law.

Any conviction of having made any willful false statement in the application for such exemption shall result in the revocation thereof, be punishable by a civil penalty of not more than one hundred dollars and shall disqualify the applicant or applicants from further exemption for a period of five years.

SECTION VIII. § 270-172 Effective Date.

This Local Law shall take effect on January 1, 2025 and shall apply to taxable status dates occurring on or after such date.

Referred to Elder Care, Law and Audit and Finance Committees – 4/8/24

RESOLUTION NO. 245

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2024

Introduced: 4/8/24 By Cunningham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "F" for 2024, "A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT" be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, May 28, 2024, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Elder Care, Law and Audit and Finance Committees – 4/8/24

LOCAL LAW NO. F FOR 2024

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- a. The Albany County Legislature recognizes the role of the family in the care of the aging and the contribution to family life that can be made by encouraging the aging to share their decades of wisdom and experience with the youth of their families.
- b. The Legislature finds and determines that it is desirous for parents and grandparents to age in place and remain in the care of their family.
- c. The Legislature further finds and determines that it is the best social and economic interest of the County of Albany to encourage the care of the aging be provided within the family, where appropriate.
- d. The Legislature further finds and determines that real property tax exemptions are an appropriate way to assist with the financial burden of caring for a parent or grandparent in the comfort of one's own home.
- e. The purpose of this Local Law is to legislatively adopt the real property tax exemption provided for the living quarters of a parent or grandparent in accordance with Section 469 of the Real Property Tax Law to read as follows:

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No such exemption shall be granted unless:

- (1) The property is within the geographical area in which such construction or reconstruction is permitted; and
- (2) The residential property so constructed or reconstructed is the principal place of residence of the owner; and
- (3) The construction or reconstruction was certified as complete through the issuance of a certificate of occupancy or a certificate of completion by the municipal building department with responsibility for town or city in which the construction or reconstruction has occurred; and
- (4) The certificate of occupancy or certificate of completion was issued on or after January 1, 2023.

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SECTION VIII. § 270-172 Effective Date.

This Local Law shall take effect on January 1, 2025 and shall apply to taxable status dates occurring on or after such date.







March 7th, 2024

The Honorable Joanne Cunningham Chairwomen, Albany County Legislature Legislative Clerk's Office 112 State Street, Suite 710 Albany, New York 12207

Dear Chairwomen Cunningham:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Plaza Linen Service to provide personal laundry services to our residents and also launder nursing home items, such as mops and cubical curtains. Plaza Linen Services launders these items at a cost per pound rate provided in the bid response.

The initial Request For Bids (RFB), RFB 2021-114, was completed in 2021 and Plaza Linen was the lowest responsible bidder. The RFB was issued with an initial one (1) year term, with the option for two (2) one-year renewals. This request is for the second of the two one-year renewal options. The term of this contract request is January 1st, 2024 through December 31st, 2024 for \$150,000.00.

If any additional information is required, please do not hesitate to contact me.

Sincerely,

Mark S. Olsen Executive Director

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





County of Albany

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-5261, Version: 1				
REQUEST FOR LEGISLATIVE ACTION				
Description (e.g., Contract Authorization for Information Services): CONTRACT AUTHORIZATION FOR PLAZA LINEN SERVICE TO PROVIDE LAUNDRY SERVICE FOR THE RESIDENTS OF SHAKER PLACE REHABILITATION AND NURSING CENTER.				
Date:	3/7/2024			
Submitted By:	Shawn Thelen			
Department:	Shaker Place Rehabilitation and Nursing Center			
Title:	Deputy Executive Director			
Phone:	5184477108			
Department Rep.				
Attending Meeting:	Mark S. Olsen			
Purpose of Request:				
 □ Adopting of Local Law □ Amendment of Prior Legislation □ Approval/Adoption of Plan/Procedure □ Bond Approval □ Budget Amendment ⋈ Contract Authorization □ Countywide Services □ Environmental Impact/SEQR □ Home Rule Request □ Property Conveyance □ Other: (state if not listed) 	Click or tap here to enter text.			
CONCERNING BUDGET AMENDMENTS				
Increase/decrease category (choose a ☑ Contractual ☐ Equipment ☐ Fringe ☐ Personnel	all that apply):			

File #: TMP-5261, Version: 1	
☐ Personnel Non-Individual ☐ Revenue	
Increase Account/Line No.: Source of Funds: Title Change:	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.
CONCERNING CONTRACT AUTHOR	ZATIONS
Type of Contract: ☐ Change Order/Contract Amendment ☐ Purchase (Equipment/Supplies) ☐ Lease (Equipment/Supplies) ☐ Requirements ☒ Professional Services ☐ Education/Training ☐ Grant ☐ Choose an item. ☐ Submission Date Deadline Click ☐ Settlement of a Claim ☐ Release of Liability ☐ Other: (state if not listed)	
Contract Terms/Conditions:	
Party (Name/address): Plaza Linen Services 629 Plank Rd. Clifton Park, New York 12065	
Additional Parties (Names/addresses): Click or tap here to enter text.	
Amount/Raise Schedule/Fee: Scope of Services: enter into a contract with Plaza Linen Service to nursing home items, such as mops and cubical	\$150,000.00 Shaker Place Rehabilitation and Nursing Center respectfully requests to provide personal laundry services to our residents and also launder curtains.
Bond Res. No.: Date of Adoption:	Click or tap here to enter text. Click or tap here to enter text.
CONCERNING ALL REQUESTS	
Mandated Program/Service: If Mandated Cite Authority:	Yes ⊠ No □ New York State Department of Health

File #: TMP-5261, Version: 1 Is there a Fiscal Impact: Yes ⊠ No □ Anticipated in Current Budget: Yes ⊠ No □ County Budget Accounts: Revenue Account and Line: Click or tap here to enter text. Revenue Amount: Click or tap here to enter text. Appropriation Account and Line: NH 44032 **Appropriation Amount:** \$150,000.00 Source of Funding - (Percentages) Federal: 0

Federal: 0
State: 0
County: 100
Local: 0

Original Awarding Agency / Funder: Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2024 - 12/31/2024

Length of Contract: 1 year

Impact on Pending Litigation Yes □ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Reso. 341 of 2021 and Reso. 480 of 2022

Date of Adoption: 10/12/2021 and 12/5/2022

<u>Justification</u>: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Plaza Linen Service to provide personal laundry services to our residents and also launder nursing home items, such as mops and cubical curtains. This request is to exercise the second of the two one-year renewal options as part of the Request For Bids.

COUNTY OF ALBANY

REQUEST FOR BIDS

SHAKER PLACE REHABILITATION AND NURSING CENTER



RFB #2021-114

PERSONAL LAUNDRY SERVICES

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

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

TITLE: <u>Personal Laundry Services for Shaker Place Rehabilitation and Nursing Center</u> RFB NUMBER: <u>2021-114</u>

Receipt Confirmation Form

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

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

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

Company Name:				
City:		e:Zip Code:		
Contact Person:				
		E-Mail:		
If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend: \[\subseteq \text{Yes} / \subseteq \text{No} \]				
I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:				
Courier Collect:	Mail			

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

NON-BIDDER RESPONSE

RFB #2021-114

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

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

NOTICE TO BIDDERS -- ALBANY COUNTY REQUEST FOR BIDS #2021-114

Sealed Bids for Personal Laundry Services as requested by the Albany County Shaker Place Rehabilitation and Nursing Center 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, August 26, 2021

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com starting by close of business (4:30 p.m.) on August 12, 2021.

A site visit will be held August 19, 2021 at 10:00 AM at the Albany County Shaker Place Rehabilitation and Nursing Center, 100 Heritage Lane, Albany, New York 12211. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Karen A. Storm Purchasing Agent

Dated: Albany, New York August 5, 2021

PUBLISH ONE DAY – August 12, 2021 -- THE EVANGELIST PUBLISH ONE DAY – August 12, 2021 -- THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR BIDS GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: BID IDENTIFICATION

1.1 Title: Personal Laundry Services

1.2 Requesting Department: Albany County Shaker Place Rehabilitation and Nursing Center

1.3 Bid Number: 2021-114

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Personal Laundry Services as requested by the Albany County Shaker Place Rehabilitation and Nuring Center.
- 2.2 The Albany County Shaker Place Rehabilitation and Nursing Center is a 250-bed skilled nursing facility located at 100 Heritage Lane, Albany, New York, 12211.
- 2.3 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 A.M. on Thursday, August 26, 2021, at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 A site visit will be held August 19, 2021 at 10:00 AM at the Albany County Shaker Place Rehabilitation and Nursing Center, 100 Heritage Lane, Albany, New York 12211. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of *one year beginning on January 1, 2022*, Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of 5% (five percent) drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.
- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7.4 All bidders must document five (5) or more years in the business of providing personal laundry services for skilled nursing facilities.

SECTION 8: SECTION NOT IN USE

SECTION 9: DISQUALIFICATION

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

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:
 - (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: SECTION NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, *Room 1000*Albany, NY 12207
Telephone: (518) 447-7140

Facsimile: (518) 447-5588

Email: Karen.storm@albanycountyny.gov

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:
 - (a) the execution of a contract by Albany County; or
 - (b) the award of a purchase order by Albany County; or
 - (c) as otherwise rejected by Albany County.
- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:
 - (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
 - (b) Completeness of the bid; and
 - (c) Bidder's demonstrated capabilities and professional qualifications.
- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.
- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and

substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to 100% (one hundred percent) is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

18.2 Albany County reserves the right to waive the required Performance Bond provided the successful Bidder is able to provide other forms of assurances for completion of its services in a timely manner.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
 - (a) Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
 - (b) Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) General Liability Insurance: A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

- 19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.
 - (a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**
 - (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.
- 19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.3 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.4 <u>ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.</u>

SECTION 23: CASH DISCOUNT

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

SECTION 24: SECTION NOT IN USE

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

- 29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.
- 29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and

- subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 29.3 In an effort to assist contractors with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: SECTION NOT IN USE

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
 - (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."
 - Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
- 33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-

003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").

SECTION 35: SECTION NOT IN USE

BID IDENTIFICATION

Title: Personal Laundry Services

Requesting Department: Albany County Shaker Place Rehabilitation and Nursing Center

Bid Number: 2021-114

SCOPE OF SERVICES

4.1 Service will be provided by the successful bidder (hereafter known as Vendor). Vendor specializes in servicing personal laundry and has the appropriate equipment to do so most efficiently.

- 4.2 Personal Laundry will generally consist of, but is not limited to, common articles of male and female clothing, outerwear, and personal blankets.
- 4.3 As each cart per unit is picked up, it will be separated and washed at Vendor's plant. All pants dresses and shirts will be hung on sturdy metal hangers. All socks and undergarments shall be bagged separately, by unit. After the laundry is processed it will be delivered to the Shaker Place Rehabilitation and Nursing Center in the same cart that is designated to that unit.
- 4.4 Pricing is to be based on a six (6) day per week (non-consecutive day) schedule. Delivery schedules shall be arranged to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.
- 4.5 The vendor will detail provision of service to the facility in the event of a natural disaster, labor disruption, equipment/transportation failure or other event that may interrupt the agreed upon schedule of service delivery.
- 4.6 Vendor will offer an exchange cart system for each unit or area in the Shaker Place Rehabilitation and Nursing Center. All carts will be provided by vendor and will be cleaned with a detergent and disinfectant after each use.
 Each cart is to be cleaned and disinfected after each use following Center for Disease Control (CDC) guidelines.
- 4.7 The vendor must be familiar with, and process linens in accordance with the CDC guidelines for environmental infection control in health care facilities and should be familiar with the recommendations of the CDC.
- 4.8 Estimated annual personal laundry generated is 255,000 lbs.
- 4.9 Service shall also include the laundering of customer-owned wet mops estimated at 20,000 lbs. dry weight per year. Wet mops shall be laundered separately from the personal clothing using appropriate procedures and chemicals. The vendor will supply two carts for the exchange of soiled and clean wet mops. Pricing shall be based on a six (6) day per week schedule.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title:

Personal Laundry Services

Bid Number: 2021-114

THIS BID IS SUBMITTED TO:

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

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

Date

Number

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Personal Laundry Services
Bid Number: 2021-114

	Cost per pound	
Personal Laundry/Clothing	\$	
Customer owned Cubicle Curtains	\$	

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TEL. NO.:	
FAX NO.:	
FEDERAL TAX ID NO.:	
REPRESENTATIVE:	
E-MAIL:	
SIGNATURE AND TITLE:	
DATE:	
•	

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title:

Personal Laundry Services

Bid Number: 2021-114

THIS BID IS SUBMITTED TO:

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

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

Date 8 23 2 | Number

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")
- 7. Communication concerning this Bid shall be addressed to:

PAUL MASSARONI	Plaza Linen	Service
629 Plank Bd		
Clifton Park N.	1. 12065	
Phone: 518 857-3117		

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

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

Faul Massauri Signature Owner

Plaza Linen Service

ATTACHMENT "B" ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:	
om on a	
STATE OF 19	
COUNTY OF YITH) SS.:	<i>ሳ</i> ብ <i>ለ</i> ፤
PAUL On this and day of August	2001 hafara
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who executed the within instrument, and he (or they seve	wn and known to me to be the same person(s) described in and crally) acknowledged to me that he (or they) executed the same.
	Million of A. According
Deborah A Salaburg	Manuar actually
01SA6113529	Notary Public, State of
Notary Public, State of New York Onalified in Saratoga County	
Qualified in Saratoga County My commission expires AUGUST 2nd, 20	Qualified inAValuga
	Allowed 1 no
If Corporation:	Commission Expires /MGNST & all
" Corporation.	, ,
STATE OF	
COUNTY OF	
0 - 41	
On thisday of	, 200, before me personally appeared
address)	nown, who, being by me sworn, did say that he resides at (give ; that he is the (give title)
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, an	d that the seal affixed to the instrument is such cornorate seal.
that it was so affixed by order of the board of directors order.	of the corporation, and that he signed his name thereto by like
order.	
	•
	Notary Public, State of
	0.455.13
	Qualified in
	Commission Expires
If Partnership:	20111111001011 27(71100)
STATE OF)	
COUNTY OF) SS.:	
0.4	
On theday of	, 200, before me personally came
sworn, did depose and say that he / she is a partner of the	he individual who executed the foregoing, and who, being duly
she has the authority to sign the same, and acknowledge	firm of and that he ed that he / she executed the same as the act and deed of said
partnership.	and the same december the same as the act and acca of said
	Notary Public State of
	Notary Public, State of
	Qualified in
	Commission Expires

ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR						
2. VENDOR'S LEGAL BUSINESS NAME Plaza Linen Service			3. IDENTIFICATION NUMBERS a) FEIN # 14 170 942 0 b) DUNS #			
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: PHU MASSARON PBA PIAZA LIMIN Service			5. WEBSITE ADDRESS (if applicable)			
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE			NUMBER 518 518		8. FAX NUN 518 688 -	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE IN NEW YORK STATE, if different from above			10. TELEPHONE NUMBER		II. FAX NU	JMBER
12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE Name PAUL MASSARON I Title Owner Telephone Number 518 851-3117 Fax Number 518 688-303 0 c-mail PMASSARON & AUL. LOM						
a) NAME PAUL MH SSARONI	TITLE OWNERS.	b) NAME		TITLE		
c) NAME	TITLE	d) NAME				
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.				TS TO AID		
NAME, FEIN, or D/B/A OTHER Transc(s), Federal Employer Identifi	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.					Nο
15. ARE THERE ANY INDIVIDUAL TO THE VENDOR, INCLUDING PAST ONE (I) YEARS HAVE SE	PRICIPAL OWNERS AND OF	GERIAL OI FICERS, WI	R CONSULTING CA TO NOW SERVE OF	NPACITY R IN THE		s.A
10. and dates of service	business title, the name of the org			r appointed		\(\text{No}\)
b) An officer of any political pe List each individuals name, with applicable service dates	rty organization in Albany Count business title or consulting capa c.	ty, whether p acity and the	paid or unpaid? official political pos	ition held	☐ Yes	⊠(No

16.	OR M SHAI	IN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL ONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% ORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE LES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE ING OR CONTRACTING PROCESS:		
	a)	 been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 	☐ Yes	Nο
		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;		
		 had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 		
		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;		
		 had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 		
		 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 		
		 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 		
		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	X No
	c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:		m/s.
		1. federal, state or local health laws, rules or regulations.	☐ Yes	M No
17.	AGEN Indicat judgme amoun	E PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES I HAD ANY CLAIMS, MENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL CY? e if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, ent, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the lof the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate us of each item as "open" or "unsatisfied."	☐ Yes	⊠ No
18.	DURII	IG THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:		
	a)	ile returns or pay any applicable federal, state or city taxes? 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.	☐ Yes	×Νο
	b)	ile returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	☐ Yes	X No
	c)	Property Tax Indicate the years the vendor failed to file.	☐ Yes	⊠No
19.	BANK REGA Indicat and FE	ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR FILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY RUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES RULESS OR THE DATE OF FILING? If this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name IN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, pending or have been closed. If closed, provide the date closed.	Yes	Nο
20.	IT? Pro	VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO VE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST vide financial information to support the vendor's current position, for example, Current Ration, Debt Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an anding of the vendor's situation.	Yes	ØN₀

Г				
	2). IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:	☐ Yes	ΝNo	
	 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.			

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

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

State of: NY

County of: Sarahya, see

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Address City, State, Zip	Signature of Owner Raul Manager Printed Name of Signatory Paul Massaroni Title Owner
Sworn before me this 23 day of AMMS . 2021; Notary Public	
Deborah A Saisburg 01SA6113529	Printed Name
Notary Public, State of New York Qualified in Saratoga County My commission expires AUGUST 2nd, 20	Signature
	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:
 - 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.

Faul Masseuri
Signature

Owner

Title

Plaza Linen Service

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity:	
Address:	
Phone Number(s):	
Description of activities to be perform	ned by your firm or organization within Albany County are related inagement Program (SWMP) (include any activities that have the
Description of where the work is to be	e performed within Albany County facilities:
	Pane Massari
	YandMassan Signature PAUl MASSARONI
	Printed Name OWNER
•	Title 8 / 23 / 2 /
	Date

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title:

Title: Personal Laundry Services
Bid Number: 2021-114

	Cost per pound
Personal Laundry/Clothing	\$.48
Wet Mops	\$.48
Customer owned Cubicle Curtains	\$.48

COMPANY:	MAZA Linen Service
ADDRESS:	629 Plank Rd
CITY, STATE, ZIP:	Clifton Park N.Y. 12065
TEL. NO.:	518 857-3117
FAX NO.:	518 688-3030
FEDERAL TAX ID NO.:	14 170 9420
REPRESENTATIVE:	PAUl MASSARONI
E-MAIL:	Pmassaroni e ADL. com
SIGNATURE AND TITLE:	Paul Massarani owner
DATE:	8 23 21
•	



DANIEL P. McCOY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM PURCHASING AGENT

MEMORANDUM

TO:

Larry Slatky

Shaker Place Rehabilitation and Nursing Center

FROM:

Karen Storm Whit

Purchasing Agent

DATE:

August 26, 2021

RE:

RFB #2021-114, Personal Laundry Services

I am in receipt of your recommendation to award the aforementioned Request for Bids to Plaza Linen in the amount of \$150,000.00

As Plaza Linen is the low responsive and responsible bidder, I concur with your recommendation.

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

RESOLUTION NO. 480

AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE REGARDING RESIDENTIAL LAUNDRY SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 12/5/22

By Elder Care Committee:

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested authorization to enter into the first of two one-year renewal options with Plaza Linen Service regarding residential laundry services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing January 1, 2023 and ending December 31, 2023, and

WHEREAS, The Executive Director indicated that Plaza Linen Service will pick up soiled residential clothing from the Shaker Place Rehabilitation and Nursing Center and clean and return the clothing as directed by nursing home staff in addition to laundering nursing home specialty items such as mops, cubical curtains, drapes, bed spreads, and slings, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into the first of two one-year renewal options with Plaza Linen Service, Clifton Park, NY 12065 regarding residential laundry services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing January 1, 2023 and ending December 31, 2023, and, be it further

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

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

RESOLUTION NO. 341

AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE REGARDING RESIDENTIAL LAUNDRY SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 10/12/21

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Plaza Linen Service regarding residential laundry services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing January 1, 2022 and ending December 31, 2022, and

WHEREAS, The Department of Residential Health Care Facilities, through the County Purchasing Agent, issued a request for bids regarding laundry services for the Shaker Place Rehabilitation and Nursing Center and has recommended awarding the contract to Plaza Linen Service as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Plaza Linen Service, Clifton Park, NY 12065 regarding residential laundry services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing January 1, 2022 and ending December 31, 2022, and, be it further

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

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



Mark S. Olsen Executive Director



March 28th, 2024

The Honorable Joanne Cunningham Chairwoman, Albany County Legislature Legislative Clerk's Office 112 State Street, Suite 710 Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Place Rehabilitation and Nursing Center respectfully requests contract authorization with Eastern Heating and Cooling, Inc. for Preventive Maintenance of the Heating, Ventilation, and Air Conditioning (HVAC) Systems at Shaker Place Rehabilitation and Nursing Center.

The HVAC system at Shaker Place was completely replaced during the renovation to a more energy efficient system run by Automated Logic controllers. This request is to provide maintenance to the system to maintain its operation, efficiency and reliability.

The preventive maintenance plan includes the inspection of all systems for correct operation with 14 work days of labor and service parts and materials to perform corrective measures. The term of the contract is for three years, commencing on June 1st, 2024 and continuing through May 31st, 2027. The amount of the service is \$52,320.00 per year for a total not to exceed value of the contract of \$156,960.00. If any additional information is required, please do not hesitate to contact me.

Sincerely,

Mark S. Olsen Executive Director

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





☐ Fringe

County of Albany

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-5363, Version: 1	
REQUEST FOR LEGISLATIVE ACT	ION
	zation for Information Services): Heating and Cooling, Inc. for Preventive Maintenance of the ning (HVAC) Systems at Shaker Place Rehabilitation and
Date:	3/28/2024
Submitted By:	Shawn Thelen
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Deputy Executive Director
Phone:	518-447-7108
Department Rep.	
Attending Meeting:	Mark S. Olsen
Purpose of Request:	
 □ Adopting of Local Law □ Amendment of Prior Legislation □ Approval/Adoption of Plan/Procedu □ Bond Approval □ Budget Amendment ☑ Contract Authorization □ Countywide Services □ Environmental Impact/SEQR □ Home Rule Request □ Property Conveyance □ Other: (state if not listed) 	ure Click or tap here to enter text.
CONCERNING BUDGET AMENDME	ENTS
Increase/decrease category (choos ☑ Contractual ☐ Equipment	

File #: TMP-5363, Version: 1	
□ Personnel□ Personnel Non-Individual□ Revenue	
Increase Account/Line No.: Source of Funds: Title Change:	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.
CONCERNING CONTRACT AUTHORI	<u>ZATIONS</u>
Type of Contract: ☐ Change Order/Contract Amendment ☐ Purchase (Equipment/Supplies) ☐ Lease (Equipment/Supplies) ☐ Requirements ☐ Professional Services ☐ Education/Training ☐ Grant ☐ Choose an item. ☐ Submission Date Deadline Click of ☐ Settlement of a Claim ☐ Release of Liability ☐ Other: (state if not listed)	or tap to enter a date. Click or tap here to enter text.
Contract Terms/Conditions:	Click of tap here to enter text.
Party (Name/address): Eastern Heating and Cooling, Inc. 880 Broadway Albany, New York 12207-1316 Additional Parties (Names/addresses):	
Click or tap here to enter text. Amount/Raise Schedule/Fee: Scope of Services: operation, efficiency and reliability	\$156,960.00 for three years or \$52,320.00 per year. This request is to provide maintenance to the system to maintain its
Bond Res. No.: Date of Adoption:	Click or tap here to enter text. Click or tap here to enter text.
CONCERNING ALL REQUESTS	
Mandated Program/Service: If Mandated Cite Authority:	Yes □ No ⊠ Click or tap here to enter text.

File #: TMP-5363, Version: 1 Is there a Fiscal Impact: Yes ⊠ No □ Anticipated in Current Budget: Yes ⊠ No □ County Budget Accounts: Revenue Account and Line: Click or tap here to enter text. Revenue Amount: Click or tap here to enter text. Appropriation Account and Line: NH6020 44071 **Appropriation Amount:** \$52,320.00 Source of Funding - (Percentages) Federal: 0 State: 0 100 County: Local: 0 Original Awarding Agency / Funder: Click or tap here to enter text. New York State Pass-Through Agency (if applicable): Click or tap here to enter text. Term Term: (Start and end date) 6/1/2024 Length of Contract: 5/31/2027 Impact on Pending Litigation

Yes □ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text. Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center respectfully request contract authorization with Eastern Heating and Cooling, Inc. for preventative maintenance and inspection of the facilities HVAC systems. This includes the maintenance of systems to extend useful life, maintain operating efficiency and reliability. The term is three years at a cost of \$52,320 per year.



Tel: (518) 465-8878 FAX (518) 465-0443

Automated Logic Controls Maintenance Agreement

Albany County Nursing Home

7/17/23

Proposal: Eastern Heating and Cooling (EHC) proposes to provide the following services for the Automated Logic® energy management system for your consideration and acceptance. We offer three basic Service Plans of which you may choose the one that best fits your specific budget and facility requirements. Regardless of your choice, you will find that a quality maintenance and service program will yield tremendous returns, as well as give you peace of mind.

Our Plan "A" agreement will provide for the basic care of your equipment, including routine scheduled inspections/preventive maintenance designed to maintain the equipment's operating efficiency and reliability. Plans "B", & "C", include the inspection and preventive maintenance features of Plan "A" plus the extended coverage as outlined herein. This "planned service", by competent Service Technicians, is the best way to avoid costly breakdowns.

Should any or all of your equipment be in a warranty period, it should be understood that new equipment warranties normally do <u>not</u> provide for emergency repair labor or routine preventive maintenance, such as visual inspections, database management and backup, sensor and actuator verification, and seasonal adjustments. It cannot be overemphasized how important it is to establish a good preventive maintenance program as early as possible after the initial start-up date.

EHC looks forward to becoming your partner in maintaining your most important building investment. Your HVAC systems will be serviced adhering to the most professional industry standards to help extend the life of the systems. We at EHC are pleased to present this agreement for your consideration and approval.

Two copies of the contract are enclosed for your review. If this contract is acceptable, please sign both copies and return (1) copy to my attention.



- **I. Preventative Maintenance Plan "A"** EHC will provide 14 full days (8 hours per day) of preventative maintenance per year to verify proper operation of the system. Preventative maintenance will include the following:
 - **I.** Comprehensive system review and audit, work performed online or onsite.
 - **II.** Make corrections as needed to ensure that programming and system graphic accurately reflect current system state, work performed online or onsite.
 - III. Review alarming and trending to identify current issues and make corrections to Building Automation System as possible, work performed online or onsite.
 - **IV.** Review alarming configuration and adjust parameters as needed to return system alarming to fully functional state, work performed online or onsite.
 - **V.** Review trending configuration and adjust parameters as needed to ensure system data is trended and stored correctly, work performed online or onsite.
 - **VI.** Configure summary trending throughout system to ease review of equipment for troubleshooting and diagnostic purposes, work performed online or onsite.
 - VII. Check system operating parameters, schedules and present system operation, work performed online or onsite.
 - **VIII.** Update controllers with the most current module drivers, work performed online or onsite.
 - IX. Make field inspections of control modules, checking for loose connections and manually overridden equipment. Verify temperature, humidity, pressure devices, freeze prevention thermostats and associated inputs. Exercise control valves, control dampers, and associated outputs, work performed onsite.
- **II. Preventative Maintenance Plan "B"** EHC will provide 14 full days (8 hours per day) visits per year to verify proper operation of the system. During these visits a technician will:
 - I. Includes all services outlined in Plan "A".
 - **II.** Includes repair labor of the of the equipment outlined in Exhibit C.
- **III. Preventative Maintenance Plan "C"** EHC will provide 14 full days (8 hours per day) visits per year to verify proper operation of the system. During these visits a technician will:
 - I. Includes all services outlined in Plan "A".
 - II. Includes repair labor of the of the equipment outlined in Exhibit C.
 - III. Includes service parts and materials outlined in Exhibit C.
- **IV. Emergency Service** EHC will provide online and on-site service 24 hours, 365 days a year. Our staff will respond via a phone call within (2) hours of a call for emergency service. If it is determined that the emergency requires on-site attention, a technician will be on-site within 24 hours of the initial contact. Emergency service labor will be provided at additional cost.
- **V. Software Upgrades** EHC will provide upgrades (version upgrades and patches/ updates) to your WebCTRL® software as they become available, as part of this agreement. If additional workstation hardware is required to successfully operate new software, it will be provided at additional cost.



VI. Training - This agreement includes unlimited basic operator training performed at EHC's training center. Advanced engineering and programming courses are available at an additional cost. VII. Terms and Conditions See Exhibit A. VIII Exclusions See Exhibit B. IX. Equipment Covered See Exhibit C. Plan Selected (check one) Price Plan "A": One Year Service Agreement Amount: \$ 24,420 Price Plan "B": One Year Service Agreement Amount: \$ 38,120 Price Plan "C": One Year Service Agreement Amount: \$ 52,320 The above pricing does not include sales tax. The term of this contract will be for a period of **Three** years with an annual Consumer Price Index (CPI) adjustment. This contract may be terminated by either party with at least 30 days written notice. **Payment terms**: EHC requests that you pay for our service on an annual basis, should you request other payment terms we reserve to right to charge an administrative fee to cover the additional billing costs we will incur. The terms and conditions enclosed are a part hereof. **EHC Controls** Company: By: By: Title: Title: Signature: Signature: Date: Date: Contract Start Date: _____ (Do Not Back Date)

Service Agreement Account # _____ (By EHC)



Exhibit A

Terms and Conditions

The OWNER agrees to prepay EHC in accordance with the terms of the selected plan. The terms of payment for all other invoices submitted by EHC are net thirty (30) days. The OWNER agrees to pay finance charges of 1 $\frac{1}{2}$ % per month for invoices not paid within 30 days of the invoice date.

The Inspection and Service Agreement is effective for a period of one year from the initial start date (as indicated) unless otherwise specified.

An annual price adjustment may be necessary to reflect current material and labor costs. If no formal adjustment is made, this agreement will automatically renew with a Consumer Price Index (CPI) adjustment. In addition to the agreement price, the OWNER shall pay EHC any applicable taxes or government charges, existing or imposed in the future, which are required in connection with the service or material furnished under this agreement.

The OWNER agrees to employ EHC exclusively for the service and repair work of the listed equipment and promptly notify EHC of any condition of the equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by EHC, will because to terminate or renegotiate our obligations under this agreement. This agreement shall NOT include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of EHC, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, or snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse and negligence by person(s) other than those representing EHC, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the OWNER and payable to EHC at the then current service rates.

EHC agrees to perform all work in accordance with EHC standards and prevailing air conditioning, heating, plumbing and electrical codes and practices, to allow only highly trained personnel to work on your equipment, to keep all electrical covers in place, and clean up all debris associated with the assignment, and to answer all service calls as promptly as possible. (Our maintenance customers have preferential service above all others).

Liability for repairs, replacements, alterations, additions, adjustments, repairs by others, or unscheduled calls caused by negligence, abuse, misuse, system design, obsolescence, or any other causes beyond the control of EHC (except normal wear) is not part of this agreement.

Neither party to this agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature, such as, but not limited to, loss of product or inventory, loss of revenue or loss of use of any equipment or facilities.

This contract is subject to our determination upon our first seasonal inspection of the heat and air conditioning systems that equipment is in good working order. Any repairs, parts or incidentals required to correct equipment not deemed in good working order at that time, will be brought to your attention for a separate Time & Material work order, or as a firm quote in addition to the prices listed in this agreement, prior to coverage of the equipment in question and so designated.

In the event EHC must commence legal action in order to recover any amount payable under this agreement, OWNER shall pay EHC all court costs and attorney's fees incurred by EHC. Any legal action relating to this agreement, or the breach thereof, may be commenced within one (1) year from the date of the work.

Quality

EHC reserves the right to subcontract certain repairs, if deemed necessary or in the best interest of the OWNER. Costs of this work will be handled as a parts sale and invoiced to the OWNER in accordance with the applicable

plan. Supplies, parts or equipment placed on the OWNER's property shall remain the property of EHC until such supplies, parts, or equipment are installed, in the equipment listed herein, by EHC or purchased by the OWNER. If such supplies, parts or equipment have not been installed in OWNER's HVAC, EHC reserves the right to remove such property within a reasonable period of time, if this agreement is terminated for any reason.

EHC shall not be obligated to prevent obsolescence of the equipment or parts. Performance shall not be interpreted to include installation of new equipment. EHC may have the right to terminate or renegotiate this agreement without liability if parts are not available to make the necessary repairs. If this termination right is exercised, EHC must refund to the OWNER payments prorated in accordance with the period of time the agreement was in effect. EHC will make a reasonable effort to locate substitute parts or make modifications, if parts are not available. Any additional expenses incurred in providing substitute parts for modifying the equipment will be the responsibility of the OWNER. Equipment shall not be relocated, modified, or reapplied without consideration or renegotiation of this agreement.

This agreement cannot be transferred or assigned without written approval of EHC.

All reasonable efforts shall be extended in performing the service as requested by the OWNER, but EHC shall not be liable for any and all losses, or consequential damage that arises out of delays, misuse by the OWNER, or agents or employees of the OWNER. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included.

EHC service liability per repair shall not exceed the annual cost of this maintenance agreement, except in the event where damage to the equipment has been caused by EHC while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall EHC be liable for consequential damages or losses, including but not limited to loss of profits, loss of equipment usage, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment.

EHC accepts the care of the equipment as listed herein as applicable to the accepted plan. The equipment shall be maintained in the condition that exists at the time the agreement starts. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication shall NOT be considered the responsibility of EHC other than normal preventive maintenance. Repairs and service required to restore the equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with EHC authorization and invoiced at EHC then current service rates. Acceptance of the equipment's operation condition will automatically occur after completion of EHC recommended repairs.

Where EHC renders service for the OWNER, other than those services specified in the maintenance plan selected, the OWNER agrees to pay for such services at EHC then current service rates. Loss of time or productivity due to unexpected events that may restrict or limit access to the equipment, associated equipment or components shall be invoiced at the then current service rates.

This agreement covers the complete understanding between the parties and shall become a valid agreement when accepted by the OWNER and subsequently approved by an agent of EHC. No verbal representatives shall be binding on either party.

OWNER agrees that it will not hire as an employee or contract with as an independent contractor any of the employees of EHC during the term of this service agreement and for a period of twelve (12) months following the termination of the service agreement.



Exhibit B

VI. Exclusions

All equipment, components, and supporting systems NOT specifically listed on the "Equipment Covered" schedule.

Loss of, partial failure of, or insufficient capacity of utilities such as, but not limited to, electrical service, open circuit breakers or fuses external to those listed on the equipment list, water service, steam service, fuels, fuel sources, or other building faults and malfunctions. Roof repairs: including but not limited to roof leaks, pitch pocket problems, roof curbs and any other associated sealed connection to roof. The cost for rigging or crane service is also not included in this contract.

That the Seller's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Seller encounters any such material while performing its work, the Seller has the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.

Broken, severed, or damaged control cabling, communication cabling, and pneumatic tubing.

External power wiring, circuit breakers, and disconnect switches supplying electrical service to the listed equipment. (This Agreement covers power wiring and controls within the listed equipment, unless otherwise noted on the Equipment List).

Repair, replacement, cleaning or modification to ductwork, diffusers, registers, cabinetry, housings, bases, mountings, supporting structures, condensate pans, trim, valves and piping external to the listed equipment and non-moving parts, such as pressure vessels, refrigerant and water coils, tanks, tubes, boiler shells, refractory and insulation, unless otherwise noted within this agreement.

Refrigerant and fluid losses due to failure of excluded equipment, parts or components.

All emergency freight and expediting charges.

Failure of equipment or components as a result of contamination or improper treatment of water, air, steam, fuel, or improper equipment environment.

Equipment painting and exterior finish.

Additional seasonal changeovers or adjustments required by the OWNER.

Failures or service calls resulting from circuit breakers, disconnects, thermostat or other switching devices being turned off by personnel other than EHC Employees.

Air and water balancing.

Roof Repairs: including, but not limited to, roof leaks, pitch pocket problems, roof curbs and any other associated sealed connection to roof.

Repairs due to freezing.

Agreement does not cover complete unit replacement.

"Pre-existing Condition" repairs or repairs necessary to comply with the Clean Air Act effective 7/1/92.



Exhibit C

VII. Equipment Covered.

Qty.	Make	Model #	Unit # / Description
5	Automated Logic	G5CE	Bacnet Integrator
16	Automated Logic	AAR	Arcnet Router
2	Automated Logic	ME812U	DDC Controller
2	Automated Logic	MEX816U	DDC Expander
1	Automated Logic	MEX48U	DDC Expander
1	Automated Logic	SE6104ASP	DDC Controller
17	Automated Logic	SE6166SP	DDC Controller
3	Automated Logic	SE6166	DDC Controller
4	Automated Logic	SE563SP	DDC Controller
1	Automated Logic	SE563	DDC Controller
88	Automated Logic	ZN141A	DDC Controller
7	Automated Logic	ZN341A	DDC Controller
82	Automated Logic	ZN220	DDC Controller
256	Automated Logic	ZN253	DDC Controller
17	Automated Logic	ZN551	DDC Controller
1	Automated Logic	EQ-PRTL	Equipment Gateway
93	Automated Logic	ZS2-ALC	Space Temperature Sensor
2	Automated Logic	ZS2PL-ALC	Space Temperature Sensor
24	Automated Logic	ZS-ALC	Space Temperature Sensor
12	Automated Logic	ZSPF-ALC	Space Temperature Sensor
257	Automated Logic	ZSPL-ALV	Space Temperature Sensor
3	Automated Logic	ZSPL-H-ALC	Space Temp/Humidity Sensor
20	BAPI	10K-2-A-24-BB4	Averaging Sensor
2	BAPI	10K-2-D-12-BB	Duct Sensor
37	BAPI	10K-2-D-12-BB4	Duct Sensor
363	BAPI	10K-2-D-8-NB-5	Duct Sensor
1	BAPI	10K-2-H200-O-BB	Outdoor Temp/Humidity Sensor
12	BAPI	10K-2-I-2-BB4-MB	Immersion Sensor
15	BAPI	10K-2-I-4-BB4-MB	Immersion Sensor
2	BAPI	10K-2-I-8-BB4-MB	Immersion Sensor
3	BAPI	10K-2-RPFEP-15	Remote Probe
10	BAPI	H200-D-BB	Duct Humidity Sensor
9	BAPI	ZPS-SR-BB-ST-D-IN	Static Pressure Sensor
27	BAPI	ZPS-SW3	Differential Pressure Sensor
1	BAPI	BA/LLV-05-LX	Outdoor Light Sensor
3	Belimo	SKB62U	Control Valve Actuator
9	Cleveland	AFS-460-DSS	Differential Pressure Switch
34	Functional Device	PSH100AB10	Power Supply



14	Functional Device	PSH300A	Power Supply
3	Functional Device	PSH500A	Power Supply
150	Functional Device	RIB1U1C	Control Relay
255	Functional Device	TR40VA004	Power Supply
1	Kele	EM-24A2	Photocell
2	Onicon	F-1210+INSTL2	Flow Transmitter
2	Setra	SRPM	Room Pressure Monitor
26	Siemens	134-1504	Freezestat
1	Siemens	567-351	Control Enclosure
1	Siemens	567-452	Control Enclosure
4	Siemens	567-453	Control Enclosure
27	Siemens	567-454	Control Enclosure
6	Siemens	GCA121.1U	Damper Actuator
1	Siemens	GCA126.1U	Damper Actuator
55	Siemens	GCA161.1U	Damper Actuator
20	Siemens	GMA121.1U	Damper Actuator
6	Siemens	SKB62U	AHU Valve Actuators
22	Siemens	GMA161.1P	MUA/ERU/AHU/RTU Valve Actuators
31	Siemens	GQD151.1P	MUA/ERU/AHU/RTU Valve Actuators
101	Siemens	GDE161.1P	DHC/VAV Valve Actuators
18	Siemens	GDE131.1P	Radiation Valve Actuators
278	Spartan	ME-4940	FCU Valve Actuators
278	Spartan	ME-4840	FCU Valve Actuators
63	Veris	AA06	Duct Static Pressure Pickup
412	Veris	H600	Current Switch
12	Veris	H904	Current Switch
6	Veris	PWLX05S+AA16A	Differential Pressure Sensor





March 18, 2024

Reference: Eastern Heating and Cooling (07900) – Authorized ALC Dealer

To whom this may concern,

I am writing at the request of Eastern Heating and Colling to confirm the company's status as the sole authorized dealer of Automated Logic Corporation (ALC) for the installation, warranty support, and service of ALC systems in the Northeastern, Capital, and Hudson Valley regions of New State. Eastern has been an authorized ALC dealer since 1998 and continues to demonstrate its expertise and commitment to excellence through the successful completion of a wide range of challenging control projects.

As an authorized ALC dealer, Eastern Heating and Cooling maintains a staff of technicians and engineers who have completed the latest factory training and are fully authorized to provide system design, application engineering, startup & commissioning, and long-term service and support of Automated Logic systems. With this training Eastern Heating and Cooling staff is instructed on the standards of installation, programming, and configuration of all Automated Logics software and hardware.

ALC's reputation is predicated upon providing building automation systems which are intuitively designed, feature rich, extremely powerful, and provide many years of reliable operation. Eastern Heating and Coolings's local expertise and resources, combined with the company's access to ALC's engineering resources and support, will hopefully be of substantial reassurance to you.

If you have any questions regarding Automated Logic Corporation's presence in the New York State markets, please contact me directly by phone at 201-953-5236 or via email at scott.kolkebeck@carrier.com.

Sincerely,

Scott Kolkebeck

Northeast Regional Sales Manager

Automated Logic Corporation

Who M







March 26th, 2024

The Honorable Joanne Cunningham Chairwoman, Albany County Legislature Legislative Clerk's Office 112 State Street, Suite 710 Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Place Rehabilitation and Nursing Center respectfully requests approval of a budget amendment to fund two (2) Full-Time Licensed Practical Nurses, two (2) Part-Time Licensed Practical Nurses, ten (10) Part-Time Certified Nursing Assistants and one (1) Part-Time Registered Nurse. The refunding of these positions is to accommodate the active recruitment for these line-item positions instead of fulfilling these required hours with Temporary Help. The current New York State Staffing Mandate requires a per-patient-day requirement of staffed Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants and the facilities recruitment effort is to maximize the amount of these positions in-house line items instead of the use of temporary help or contracted agency usage. This request is budget neutral and if any additional information is required, please do not hesitate to contact me.

Sincerely,

Mark S. Olsen Executive Director

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





County of Albany

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-5330, Version: 1	
REQUEST FOR LEGISLATIVE ACT	ΓΙΟΝ
Description (e.g., Contract Author Budget Amendment to Fund Full-Tin and Nursing Center	rization for Information Services): ne and Part-Time Nursing Lines at Shaker Place Rehabilitation
Date:	3/26/2024
Submitted By:	Shawn Thelen
Department: Title:	Shaker Place Rehabilitation and Nursing Center Deputy Executive Director
Phone:	518-447-7108
Department Rep.	
Attending Meeting:	Mark S. Olsen
Purpose of Request:	
 □ Adopting of Local Law □ Amendment of Prior Legislation □ Approval/Adoption of Plan/Proced □ Bond Approval ☑ Budget Amendment □ Contract Authorization □ Countywide Services □ Environmental Impact/SEQR □ Home Rule Request □ Property Conveyance □ Other: (state if not listed) 	dure Click or tap here to enter text.
CONCERNING BUDGET AMENDM	<u>IENTS</u>
Increase/decrease category (choo ☐ Contractual ☐ Equipment ☐ Fringe ☐ Personnel	se all that apply):

File #: TMP-5330, Version: 1	
☑ Personnel Non-Individual☐ Revenue	
Increase Account/Line No.: Source of Funds: Title Change:	See Attached Spreadsheet NH Fund Click or tap here to enter text.
CONCERNING CONTRACT AUTHORI	ZATIONS
Type of Contract: ☐ Change Order/Contract Amendment ☐ Purchase (Equipment/Supplies) ☐ Lease (Equipment/Supplies) ☐ Requirements ☐ Professional Services ☐ Education/Training ☐ Grant ☐ Choose an item. ☐ Submission Date Deadline Click ☐ Settlement of a Claim ☐ Release of Liability ☐ Other: (state if not listed)	
Contract Terms/Conditions:	
Party (Name/address): Click or tap here to enter text. Additional Parties (Names/addresses): Click or tap here to enter text.	
Amount/Raise Schedule/Fee: Scope of Services:	Click or tap here to enter text. Click or tap here to enter text.
Bond Res. No.: Date of Adoption:	Click or tap here to enter text. Click or tap here to enter text.
CONCERNING ALL REQUESTS	
Mandated Program/Service: If Mandated Cite Authority:	Yes ⊠ No □ New York State Department of Health
Is there a Fiscal Impact: Anticipated in Current Budget:	Yes ⊠ No □ Yes ⊠ No □

File #: TMP-5330, Version: 1

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal: 0
State: 0
County: 100
Local: 0

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

Click or tap here to enter text.

Term

Term: (Start and end date)

Click or tap here to enter text.

Click or tap here to enter text.

Impact on Pending Litigation Yes □ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text. Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center is looking to maximize the usage of line-item positions and reduce the need of temporary help to make mandatory staffing hours. This request is budget neutral, shifting funding from temporary help to line-item positions.

Shaker Place Rehabilitation and Nursing Center

ACCOUNT NO	NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020 15114	640453	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640454	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640828	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640829	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640830	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640831	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640832	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640833	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640833	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640833	Nursing Assistant PT	\$ 16,646		\$ 16,646	Shaker Place Rehabilitation and Nursing Center
NH6020 13132	640158	Licensed Practical Nurse	\$ 56,288		\$ 56,289	Shaker Place Rehabilitation and Nursing Center
NH6020 13132	640779	Licensed Practical Nurse	\$ 56,288		\$ 56,289	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640184	Licensed Practical Nurse PT	\$ 23,346		\$ 23,347	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640777	Licensed Practical Nurse PT			\$ 23,347	
NH6020 12129	640095	Registered Nurse Part Time			\$ 25,190	
NH6020 11312	640004	Assistant Administrator		\$ 34,000	\$ 41,977	Shaker Place Rehabilitation and Nursing Center
NH6020 18407	640771	Laborer Central Supply		\$ 11,200	\$ 20,000	
NH6020 12717	640533	Application Analyst		\$ 27,000	\$ 38,638	
		TEMPORARY HELP		(4	1,9	
		TOTAL APPROPRIATIONS	\$ 350,917	\$ 350,917		
				ESTIMATE	ESTIMATED REVENUES	
ACCOUNT NO	NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
		TOTAL ESTIMATED REVENUES	&	<u>.</u>		
		GRAND TOTAL	\$ 350,917	\$ 350,917		