Request for Allocation from Contingent Account (A.1990)
(Due in Chair’s Office by close of business on [DATE])

Name of Legislator making request:
Chris Higgins (5th District)

Name(s) of other Legislators supporting this request:
Sam Fein

Name(s) of other individuals or organizations supporting this request:
The Albany County Land Bank

Amount requested:
$250,000

If allocated, what will the money be used for?
General operations of the Land Bank, which include, maintenance of vacant lots and buildings, property insurance, and support for to create more opportunities for first-time homebuyers and families throughout Albany County.

Is this a new use of funds, a restoration of funding that was eliminated or an increase in funding to a program or service that is already receiving funding?
Increase in funding to a program or service that is already receiving funding.

Is this a one-time use of funds or will this use require ongoing funding? (Priority will be given to one-time uses of funds as money in the Contingent account is non-recurring)
One time use of funds.

Number and name of account to which funds will be transferred (e.g., A6772 44455-Social Transportation Program):
A3650 44064 Regional Land Bank

Department responsible for this account:
Department of Management & Budget

Does the Head of this Department support this request?
The Head of the Department of Management & Budget has not been consulted. The Executive Director of the Albany County Land Bank has spoken to members of the Legislature on multiple occasions about the lack of available funding needed to fulfill mission to demolish or rehabilitate the large number of vacant and abandoned buildings with limited resources. The sponsor has spoken with Executive Director Adam Zaranko who has affirmed the funding is needed and will be put to maximum use.
Request for Allocation from Contingent Account (A.1990)
(Due in Chair's Office by close of business on [February 8, 2001])

Name of Legislator making request:
Sam Fein

Name(s) of other Legislators supporting this request:
Mert Simpson, Lynne Lekakis, Chris Higgins, Lucille McKnight, Bill Clay, Gary Domalewicz,
Doug Bullock, Norma Chapman, Alison McLean Lane, Wanda Willingham, Vicky Plotsky, Bill
Reinhardt

Name(s) of other individuals or organizations supporting this request:
Trinity Alliance of the Capital Region

Amount requested:
$46,500

If allocated, what will the money be used for?
The money will be used primarily to fund salary and benefits, as well as items such as
assistance to individuals, program supplies, mileage, and staff phone usage. The
continuance of the jail re-entry program is dependent on this funding. Without the funding
being restored, Trinity Alliance will be forced to terminate an employee and will also be at
risk of losing funding provided by NYS Division of Criminal Justice Services (DCJS).

Is this a new use of funds, a restoration of funding that was eliminated or an increase
in funding to a program or service that is already receiving funding?
Restoration of funding that was eliminated.

Is this a one-time use of funds or will this use require ongoing funding? (Priority will
be given to one-time uses of funds as money in the Contingent account is non-
recurring)
This is a one-time use of funding. If the Sheriff's Office and Trinity Alliance decide to
continue the program in future years, funding would be requested during the budget
process as part of the Sheriff's Office budget, as has occurred in previous years.

Number and name of account to which funds will be transferred (e.g., A6772 44455-
Social Transportation Program):
A3150 44498 Jail Transition Program

Department responsible for this account:
Sheriff's Office

Does the Head of this Department support this request?
Yes
Request for Allocation from Contingent Account (A.1990)
(Due in Chair's Office by close of business on February 8, 2019)

Name of Legislator making request:
Merton Simpson

Name(s) of other Legislators supporting this request:
Sam Fein, Chris Higgins

Name(s) of other individuals or organizations supporting this request:

Amount requested:
$100,000

If allocated, what will the money be used for?
The use of this type of funding would allow the Department of Recreation to offer youth recreation programs in the City of Albany (and potentially other municipalities where they are not currently offered by the County), such as karate, lacrosse and basketball, as it does in neighboring municipalities.

Is this a new use of funds, a restoration of funding that was eliminated or an increase in funding to a program or service that is already receiving funding?
Increase in funding to a program or service that is already receiving funding. In the 2018 budget, the Legislature set aside $100,000 in funding in the Contingent Account to be used for expanding recreation programs to the City of Albany. The Legislature did not transfer money out of Contingent Account or follow-up on this issue during 2018.

Is this a one-time use of funds or will this use require ongoing funding? (Priority will be given to one-time uses of funds as money in the Contingent account is non-recurring)
This is a one-time use of funds. Funding to expand youth programming to the City of Albany (and potentially other municipalities) would be a good opportunity to determine if funding should be allocated in the 2020 budget cycle depending on the outcome of a potential 2019 youth program.

Number and name of account to which funds will be transferred (e.g., A6772 44455-Social Transportation Program):
A 7410 44449 Youth Recreation Programming

Department responsible for this account:
Department of Recreation

Does the Head of this Department support this request?
Contingent upon discussion. During budget hearings for 2018 budget, Commissioner John D'Antonio stated that expanding youth recreation programs to the City of Albany would require additional funding.
Request for Allocation from Contingent Account (A.1990)
(Active in Chair’s Office by close of business on [date])

Name of Legislator making this request: A. Joyce

Name(s) of other Legislators supporting this request:

Name(s) of other individuals or organizations supporting this request: County Executive Office

Amount requested: $9,491

If allocated, what will the money be used for? To purchase biodegradable office trash bags, instead of the traditional bags. Doing so will help avoid approximately 400,000 traditional office bags from being disposed of in a landfill.

Is this a new use of funds, a restoration of funding that was eliminated or an increase in funding to a program or service that is already receiving funding? New use of funds

Is this a one-time use of funds or will this use require ongoing funding? (Priority will be given to one-time uses of funds as money in the Contingent account is non-recurring) This will require ongoing funding only if the biodegradable office trash bags work as well as traditional office trash bags.

Number and name of account to which funds will be transferred (e.g., A.6772 44455- Social Transportation Program): A1620 4 4024 Housekeeping Supplies

Department responsible for this account:
DGS

Does the Head of this Department support this request? Yes
Request for Allocation from Contingent Account (A.1990)
(Due in Chair’s Office by close of business on [date])

Name of Legislator making this request:
Charles Dawson

Name(s) of other Legislators supporting this request:
Cunningham, Plotzky, Reinhardt

Name(s) of other individuals or organizations supporting this request:
DEMAR- BETHLEHEM EMS, FRIENDS OF THE RAIL TRAIL

Amount requested: $80,000

If allocated, what will the money be used for?
Special Ambulance for the Albany-Hilton-Rensselaer Rail Trail
Off-Road Vehicle -- see specs attached

Is this a new use of funds, a restoration of funding that was eliminated or an increase in funding to a program or service that is already receiving funding?
One-time acquisition cost assistance

Is this a one-time use of funds or will this use require ongoing funding? (Priority will be given to one-time uses of funds as money in the Contingent account is non-recurring)
One-time

Number and name of account to which funds will be transferred (e.g., A.6772 44455- Social Transportation Program):
Probably Sheriff’s Office (Sheriff, EMS, Personnel, Sheriff building where ambulance will be housed)

Department responsible for this account: Sheriff

Does the Head of this Department support this request? Yes
November 16, 2018

The Honorable Andrew Joyce
Chairperson
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Dear Chairperson Joyce,

The Albany County Helderberg-Hudson Rail Trail is a precious community asset and we are so very grateful to you and the Albany County Legislature for developing this recreational venue. Delmar-Bethlehem EMS (DBEMS) has the privilege of being quartered right along the trail as it winds through the Town of Bethlehem. We always hope that patrons enjoy the rail trail safely, but we are at the ready to respond to any and all medical emergencies and accidents on the trail.

To enhance our ability to safely care for persons who fall ill and or become injured on the rail trail, DBEMS would like to purchase a mini-ambulance specially designed for trail use. When a person is unable to leave the rail trail under his/her own power, it is our responsibility to safely transport the individual to our ambulance. Many points on the rail trail are not near a trail entrance, which complicates extraction. Our full-size ambulances do not have off road capacity and cannot safely enter many areas of the rail trail, because they risk sinking into the soft shoulders and getting stuck should we try and turn them around.

Up until now we have relied on various methods to transport people off the rail trail, with the help of our fire department partners. But, none of the methods used can address issues in patient safety. Tying down a portable stretcher to an ATV, for example, does expose an already ill or injured person to additional risk and limits our ability to continue treatment during transportation.

The Medstat ASAP Off Road Ambulance (http://asap911.com/medstat-utv-ambulance/) mitigates these risks and we would be grateful for any assistance that you could provide to us in procuring this vehicle. When using the Medstat ASAP, the patient will be transported on the same exact model of stretcher that we use to maximize patient safety in our ambulances. They will be secure and in an enclosed and climate-controlled vehicle, rather than exposed to the elements. The EMTs can travel with the patient and continue treatment while moving, which is critical in the case of a life-threatening illness.
The Honorable Andrew Joyce
Page 2

And, the transfer to the full-size ambulance will be seamless as the stretcher will fit in the ambulance going to the hospital, without need to move the patient from one stretcher to another.

We hope to have the new ambulance in service in time for the 2019 summer season. It will be quartered in our new North Station that is approximately 100 feet from a rail trail entrance. The ambulance will be at the ready 24 hours a day, 365 days a year. Given the tremendous use of the rail trail, we do see an increasing number of calls for assistance on the rail trail. During peak season we will be called to assist on the rail trail several times per month.

If we are able to purchase this ambulance, we would like to make it available for use along the entire length of the rail trail. It would be our intent to offer our service to the City of Albany and Town of New Scotland, through mutual aid agreements with the responding agencies in our neighboring communities.

We are in the process of finalizing the specifications for the mini ambulance, which is projected to cost approximately $70,000. DBEMS already has most of the approximately $25,000 in equipment needed to outfit the ambulance, including the most expensive item, which is the stretcher.

While we seek to add this ambulance to our DBEMS fleet and are prepared to take full responsibility for its outfitting, maintenance, and operation, it would be our intent to make it available for the use of our strategic partners, the Albany County Sheriff’s Office (ACSO) EMS Unit. DBEMS and ACSO have built a model of exceptional service to the community by working together in every aspect of our operation. This partnership is known statewide for its pursuit and achievement of excellence and we would certainly wish to extend it to the mini ambulance.

On behalf of our entire organization, we thank you in advance for your consideration.

Best Regards,

[Signature]
David Scoons
President of the Board of Directors
January 23, 2019

The Honorable Andrew Joyce
Chairperson
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

RE: Metstat Ambulance

Dear Chairperson Joyce,

I am pleased to write in support of funding for a project that will enhance public safety on the Albany County Helderberg-Hudson Rail Trail. To improve the response to medical emergencies and accidents, Delmar-Bethlehem EMS (DBEMS) has proposed purchasing an off-road mini-ambulance specially designed for use on a narrow trail. DBEMS, whose headquarters is located just yards from the trail, will make this ambulance available along the entire length of the rail trail, offering mutual aid to the rail trail sections in the City of Albany and Town of New Scotland.

Unfortunately, accidents have happened along the rail trail and with the growing popularity of the trail future accidents will occur. When a person is unable to leave the rail trail under his/her own power, first responders must safely transport the individual to a waiting ambulance. However, a full-size ambulance cannot safely enter many areas of the rail trail, due to the risk of sinking into the soft shoulders and getting stuck when turning around. Many points on the rail trail are not near a trail entrance, which complicates getting people to an ambulance.

We strongly support the DBEMS proposal to mitigate these risks by purchasing a Medstat ASAP Off Road Ambulance (http://asap911.com/medstat-utv-ambulance/). The availability of this vehicle for emergencies will allow emergency responders to more quickly and safely respond to emergencies and provide the public with confidence that help is readily available should they need assistance.

The rail trail is a precious community asset and we are very pleased that the volunteer ambulance corps has recommended a strategy to improve the ability of first responders to safety assist people using the trail. DBEMS proposes to have the mini-ambulance at the ready 24 hours a day, 365 days a year. DBEMS has a strategic partnership with the Albany County Sheriff's
Office (ACSO) EMS Unit, with ACSO personnel quartered in the DBEMS station. Given this alliance, the mini-ambulance will also be available to ACSO. With the tremendous use of the rail trail, DBEMS will be called for assistance on the rail trail several times per month during peak season.

As an organization we have worked hard to promote the rail trail and user safety is a key to a successful trail. We are very happy to see the attention to this issue and the addition of the Medstat along the trail is a wonderful step toward improved public safety.

We thank you in advance for your consideration.

Sincerely,

Mark King
Executive Director
January 2, 2019

The Honorable Andrew Joyce
Chairperson
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Dear Chairperson Joyce,

I write in support of funding for a project that will enhance public safety on the Albany County Helderberg-Hudson Rail Trail. To improve the response to medical emergencies and accidents, Delmar-Bethlehem EMS (DBEMS) has proposed to purchase an off-road mini-ambulance specially designed for use on a narrow trail. DBEMS, whose headquarters is located just yards from the trail, proposes to make this ambulance available along the entire length of the rail trail, offering mutual aid to the rail trail sections in the City of Albany and Town of New Scotland. DBEMS has a strategic partnership with the Albany County Sheriff’s Office (ACSO) EMS Unit, with ACSO personnel quartered in the DBEMS station. Given this close partnership, the mini-ambulance will also be available to us at ACSO EMS.

When a person is unable to leave the rail trail under his/her own power, first responders must safely transport the individual to a waiting ambulance. However, a full-size ambulance cannot safely enter many areas of the rail trail, due to the risk of sinking into the soft shoulders and getting stuck when turning around. Many points on the rail trail are not near a trail entrance, which complicates getting people to an ambulance.

Up until now, first responders have relied on various methods to transport people off the trail, all of which create patient safety issues. Tying down a portable stretcher to an ATV, for example, exposes an already ill or injured person to additional risk and limits the ability to continue treatment during transportation.

DBEMS proposes to mitigate these risks by purchasing a Medstat ASAP Off Road Ambulance (http://asap911.com/medstat-utv-ambulance/). When using the Medstat ASAP, the patient will be transported on the same type of stretcher used in an ambulance. The patient will be secure in an enclosed and climate-controlled vehicle, rather that exposed to the elements. The EMTs can travel with the patient and continue treatment while moving, which is critical in the case of a life-threatening situation. The transfer to the full-size ambulance will be seamless, as the same stretcher will fit in the ambulance going to the hospital, without need to move the patient from one stretcher to another. The rail trail is a precious community asset and we are pleased that our partners at DBEMS have recommended a strategy to improve the ability of first responders to safely assist people using the trail. DBEMS will have the mini-ambulance at the ready 24 hours a day, 365 days a year, for use by both...
DBEMS and ACSO. With the tremendous use of the rail trail, we'll collectively be called for assistance on the rail trail several times per month during peak season.

We thank you in advance for your consideration.

Sincerely,

Dennis M. Wood, EMT-P
Captain
Albany County Sheriff's Office EMS Unit
Request for Allocation from Contingent Account (A.1990)
(Due in Chair's Office by close of business on [Date])

Name of Legislator making this request:

JOSEPH E O'BRIEN

Name(s) of other Legislators supporting this request:

MATTHEW BERNHARDT, BUMATAZ

Name(s) of other individuals or organizations supporting this request:

Amount requested: $ 74,994.20

If allocated, what will the money be used for?

SEE ATTACHED

Is this a new use of funds, a restoration of funding that was eliminated or an increase in funding to a program or service that is already receiving funding?

YES, CLOVER HILL PRESCHOOL @ THE CENTER FOR DISABILITY SERVICES IS ALREADY FUNDED BY ALBANY COUNTY

Is this a one-time use of funds or will this use require ongoing funding? (Priority will be given to one-time uses of funds as money in the Contingent account is non-recurring)

ONE-TIME USE

Number and name of account to which funds will be transferred (e.g., A.6772 44455- Social Transportation Program):

412460 4 40116 FEES FOR SERVICES

Department responsible for this account:

CYF

Does the Head of this Department support this request? YES (via County Executive Office)
The MOVE equipment listed below would highly benefit the students in the Clover Patch preschool program. This MOVE equipment is durable and is able to be adapted so it can be used for multiple students over the years. This equipment helps the students to be active participants throughout the school day. When using these pieces of equipment students are provided with opportunities to work on goals of ambulation, standing, weight bearing; improved head and trunk control; increased overall strength; and increased range of motion.

Small HTS Z110 $2725.00
(5) Compass Chairs $400.00 each = $2,000.00
(2) Small Pacers $3505.00 each = $7,010.00
(3) Small Standard Base $3745.00 each = $11,235.00
Small Hi/Lo Base $4845.00
Small Mobile Stander $4119.00
(2) Medium Mobile Stander $4730.00 each = $9460.00
(2) Medium New Pacers $4,335.00 each = $8670.00
4 Small pacer trunk prompts $510.00 each = $2,040.00

Total $52,104

The items and curriculum programs below are all items that will help students progress in their learning. There are technology items which will help increase students engagement in instruction. Some of the technology items specifically will assist students with visual impairments to access instruction. Other technology items will increase the students' ability to communicate throughout the school day.

1 Smart Board $5,000.00
2 Classroom computer $1,000.00 each = $2,000.00
2 Small iPad $500.00 each = $1,000.00
5 Large iPad $900.00 each = $4,500.00
2 connectors for iPad to Smart Boards $50 each = $100.00
7 Touch Chat applications $150.00 each = $1,050.00
Big Bang Bundle Application $35.00
(2) Pro-loquo To Go application $250.00 each = $500.00
Board Maker Professional subscription $540.00
(2) Board Maker Personal subscription $270.00 each = $540.00
(2) Unique Learning subscriptions $530.00 each = $1,060.00
(2) Symbols Stix subscriptions $87.10 each = $165.20

2 Big Step by Step with levels $195.00 each = $390.00
2 Little Step by Step with levels $195.00 each = $390.00
8 Big Mack switches $65.00 each = $520.00
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sensory (i.e. sensory swing frame, YogiBo seating; weighted vests, etc.)</td>
<td>$3,000.00</td>
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<tr>
<td>Educational materials</td>
<td>$1,000.00</td>
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<tr>
<td>Adapted Toys</td>
<td>$1,000.00</td>
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<tr>
<td><strong>Total</strong></td>
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</tr>
<tr>
<td><strong>Overall Total</strong></td>
<td><strong>$74,894.20</strong></td>
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Request for Allocation from Contingent Account (A.1990)
(Due in Chair’s Office by close of business on [DATE TO BE INSERTED])

Name of Legislator making this request:
Paul Burgdorf

Names(s) of other Legislators supporting this request:
Joe O’Brien, Frank Mauriello, and Dave Mayo

Names(s) of other individuals or organizations supporting this request:

Amount requested: $50,000

If allocated, what will the money be used for?

Since 1984, Colonie Senior Service Centers (CSSC) has been providing continuous transportation services to seniors in the Town of Colonie. One of the most important aspects of successful aging in staying active and social even when one can no longer drive. In 2018, CSSC’s Transportation Services provided over 23,000 rides to seniors, primarily those 60 years of age or older with service hours are Monday through Friday between 8 am and 4 pm. The number of registrants and the number of ride requests is constantly increasing. We are averaging about 100 rides a day and anticipate approximately 25,000 rides provided this year.

Based on age, excessive mileage and maintenance upkeep, CSSC will be forced to retire vehicles in 2019 and we will need to purchase replacement vehicles in order to continue to transport seniors at our current capacity. The new vehicles will allow us to continue to provide safe, dependable transportation service to those who depend on us for medical appointments, pharmacy visits, weekly grocery shopping trips and social activities such as attending a congregate lunch program. CSSC is anticipating receiving two vehicles through a successful 2017 5310 grant application sometime this year. Working through NYS DOT, this grant requires a 80%/20% match.

The money requested would go towards the purchase of one new vehicle as well as assisting with CSSC’s required match in order to obtain the two vehicles awarded in the 5310 grant. If this request granted, CSSC could have three much needed new vehicles added to its fleet.

Is this a one-time use of funds or will this use require ongoing funding? (Priority will be given to one-time uses of funds as money in the Contingent account is non-recurring)

One-time use

Number and name of account to which funds will be transferred (e.g., A.6772 44455- Social Transportation Program):
A. 6772 44455 - FEES FOR SERVICES

Department responsible for this account:

Does the Head of this Department support this request?
LOCAL LAW NO. “C” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING AND UPDATING LOCAL LAW NO. 2 FOR 2011 REQUIRING ITEM PRICING BY RETAIL STORES IN THE COUNTY OF ALBANY

Introduced: 3/11/19
By Messrs. Feeney, Ward and Ethier:

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

Local Law No. 2 for 2011 is amended to read as follows:

SECTION 1. Title.

This Law shall be known as the “Albany County Item Pricing Law.”

SECTION 2. Legislative Intent.

This Law recognizes that clear, accurate item pricing is a basic consumer right which is no longer protected under State Law. It is the purpose of this Law to ensure that consumer goods offered for sale in the County of Albany are clearly, accurately and adequately marked as to their selling price. The County Legislature does, at the same time, recognize the numerous efficiencies and economies available to the retail food industry through use of computer-assisted checkout systems (together with shelf tag labeling) as the primary method of pricing consumer goods. It is the intention of this Legislature to require that retail food stores place individual item prices on products that they sell and to require accuracy at the checkout registers. It is also the intention of this Legislature to provide for a waiver of the item pricing requirement for certain stores that demonstrate and maintain a very high degree of computer-assisted pricing accuracy and that provide certain consumer protections and services that enhance the ability of consumers to record and verify individual item prices.

SECTION 3. Definitions.

A. “Stock keeping unit” shall mean each group of items offered for sale of the same brand name, quantity of contents, retail price, and variety within the following categories:
1. food, including all material, solid, liquid or mixed, whether simple or compound, used or intended for consumption by human beings or domestic animals normally kept as household pets and all substances or ingredients to be added thereto for any purpose; and

2. napkins, facial tissues, toilet tissues, and any disposable wrapping or container for the storage, handling or serving of food; and

3. detergents, soaps, other cleansing agents, and cleaning implements; and

4. non-prescription drugs, feminine hygiene products and health and beauty aids.

B. “Stock keeping item” shall mean each individual item of a stock keeping unit offered for sale.

C. “Universal product coding” shall mean any system of coding which entails electronic pricing.

D. “Item price” shall mean the tag, stamp or mark affixed to a stock keeping item by an authorized person which sets forth, in clearly readable Arabic numerals, the selling price.

E. “Computer-assisted checkout system” shall mean any electronic device, computer system or machine which determines the selling price of a stock keeping item by interpreting its universal product code, or by use of its price look-up function.

F. “Price look-up function” shall mean the capability of any checkout system to determine the selling price of a stock keeping item by way of the manual entry into the system of a code number assigned to that particular unit by the retail store or by way of the checkout operator’s consultation of a file maintained at the point of sale.

G. “Person” shall mean an individual, firm, partnership, association, or corporation

H. “Inspector” shall mean the authorized government official or his agents or employees having jurisdiction to enforce the provisions of this Local Law.

I. “Retail store” shall mean a store selling stock keeping units at retail including, but not limited to, grocery retailers, pharmacies and
department stores. A store which is not open to the general public but is reserved for use by its members shall come within the provisions of this definition unless the members must pay a direct fee to the store to qualify for membership and the store is not required to collect sales tax on transactions with members. Pursuant to this section, a retail store shall not include any store which:

1. has as its only full-time employee the owner thereof, or the parent, or the spouse or child of the owner, or in addition thereto not more than two full-time employees; or

2. had annual gross sales in a previous calendar year of less than three million dollars, unless the retail store is part of a network of subsidiaries, affiliates or other member stores, under direct or indirect common control, which, as a group, had annual gross sales in the previous calendar year of three million dollars or more; or

3. engages primarily in the sale of food for consumption on the premises or in a specialty trade which the Director of Weights and Measures determines, by regulation, would be inappropriate for item pricing.

J. “Retail Area” shall mean the area designated in a retail store to display and sell products, provide customer service and check out. The retail area does not include the storage area, back rooms, stock area, maintenance areas, or other locations which are not intended to be accessible to consumers.

SECTION 4. Item Pricing Required.

A. Subject to the waiver provisions contained in Section 7 of this local law, every retail store, person, firm, partnership, corporation or association which sells, offers for sale or exposes for sale in a retail store a stock keeping unit that bears a Universal Product Code shall disclose to the consumer the price of each stock keeping item by individually marking each such item with the item price.

B. Certain items exempted. The following stock keeping items need not be item priced as provided in Subdivision A of this section provided that a shelf price and a price look-up function are maintained for such stock keeping items:

1. Snack foods such as cakes, gum, candies, chips and nuts offered for sale in single packages and weighing five ounces or less;
2. Stock keeping items which are under three cubic inches in size, and weigh less than three ounces, and are priced under one dollar;

3. Items sold through a vending machine;

4. Fresh milk, cream, half and half and other similarly packaged liquid dairy products and orange juice;

5. Fresh eggs;

6. Unpackaged fresh produce;

7. Food offered for sales in bulk;

8. Items offered for sale which are packaged in poly-plastic frozen food bags;

9. All sale items merchandised in segregated off-shelf displays for a period of up to 21 days provided the name of the product and the advertised or sale price is clearly and conspicuously posted on a sign at the point of display;

10. Individual jars of strained and junior size baby food;

11. Individual boxes of dry gelatin and pudding;

12. Ice cream and frozen yogurt; and

13. Stock keeping items within a multi-package that is properly item priced.

SECTION 5. Pricing Accuracy.

A. No retail store, person, firm, partnership, corporation or association shall charge a price for any exempt or non-exempt stock keeping item which exceeds the lower of any item price, shelf price, sale price or advertised price of such stock keeping item. In the event that the programmed computer price exceeds the lowest price a store is permitted to charge for a stock keeping unit, the store will be subject to a penalty as described in Section 6, Paragraph E.

B. In a store with a laser scanning or other computer assisted checkout system, the Inspector shall be permitted to compare the item, shelf, sale or
advertised price of any stock keeping item sold in the store with the programmed computer price.

SECTION 6. Enforcement.

A. Item Pricing Inspection Procedures. For the purpose of determining a store’s compliance with the requirements of Section 4, an inspection shall be conducted of a sample of no less than ten stock keeping units. However, in the event the Inspector has received a specific written complaint, no such minimum sample shall be required in the investigation of same.

B. Laser Scanner Accuracy Inspection Procedures. For any inspection under Section 5 or Section 7, the store representative shall afford the Inspector access to the test mode of the checkout system in use at that store or to a comparable function of said system and the retail price information contained in a price look-up function. All inspections conducted pursuant to this section shall consist of a random sample of not less than one hundred nor more than two hundred stock keeping units. In the event the Inspector has received a specific written complaint, the Inspector, may, in his discretion, conduct an inspection of only those items.

C. Stop Removal Order. An Inspector shall have the authority to issue a stop removal order with respect to any device, system, or stock keeping unit being used, handled or offered for sale in violation of Section 4 or 5. Any such order shall be in writing and directed that the device, system or stock keeping unit, as the case may be, shall be removed from use or sale pending correction.

D. Penalties for Item Pricing Violations. Any retail store which fails to mark any stock keeping item in violation of Section 4 shall be subject to the penalties of not less than five dollars and not more than fifty dollars per violation. For additional violations during a subsequent inspection in a twelve month period, the above penalties shall be doubled. In doubling penalties, an Inspector shall not be limited to the doubling of any specific fine previously issued. No penalties shall be imposed for a violation of Section 4 if more than ninety-five percent of all the stock keeping items inspected in each stock keeping unit at an individual point of sale contain clearly readable and correct item prices.

E. Penalties for Scanner Accuracy Violations. Upon a violation of the provisions of Section 5, a penalty in the amount of one hundred dollars per violation shall be imposed for the first two violations of the stock keeping items compared; two hundred dollars per violation for the next two violations; two hundred fifty dollars per violation for the next two violations; and three hundred fifty dollars for each additional violation. For additional violations
during a subsequent inspection in a twelve month period, the above penalties shall be tripled and suspension of a Section 7 waiver for one year.

SECTION 7. Waiver of Item Pricing Requirements Based Upon Pricing Accuracy; Consumer Protections.

A. Every retail store, person, firm, partnership, or corporation or association subject to this Local Law which would otherwise be required to item price as provided in Section 4 may make an application in writing to the Department of Weights and Measures for a waiver of the item pricing requirements as contained herein. The application shall be submitted to the Director of Weights and Measures for the County of Albany.

Separate applications shall be required for each retail store, person, firm, partnership, or corporation subject to this Local Law.

B. Each application for a waiver of the item pricing requirements contained herein shall be subject to a non-refundable annual waiver fee based on the retail square footage of the retail area of each store as set forth according to the following schedule:

<table>
<thead>
<tr>
<th>Retail Area</th>
<th>Waiver Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 3,000 sq. feet</td>
<td>$500.00</td>
</tr>
<tr>
<td>3,000 to 10,000 sq. ft.</td>
<td>$750.00</td>
</tr>
<tr>
<td>10,000 to 30,000 sq. ft.</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>30,000 to 90,000 sq. ft.</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>More than 90,000 sq. ft.</td>
<td>$1,750.00</td>
</tr>
</tbody>
</table>

All written requests for an item pricing waiver shall include an annual waiver application fee in the amount of three thousand dollars made payable to the County.

C. Waiver applications and the required fee submitted under this section must be received by the Department of Weights and Measures on or before May 1 of each year. New stores which did not previously hold waivers may apply after the May 1 deadline and the application and length of the waiver will be prorated accordingly.

D. Upon receipt of an application and fee as provided in subsections A and B of this section, the Director of Weights and Measures shall cause to be conducted two scanner accuracy inspections of the store for which the application has been submitted. These inspections shall be conducted on two separate days, in a manner prescribed by the Director of the Department of Weights and Measures, and shall consist of comparing the shelf, sale or
advertised price of any stock keeping unit with the computer-assisted checkout system price. At stores with a retail area in excess of 30,000 square feet a minimum of fifty (50) items shall be checked at each inspection. At stores with a retail area of less than 30,000 square feet a minimum of twenty-five (25) items shall be checked. In the event that any violations are detected, penalties shall be assessed as provided in Section 6, subsection E. If, considering both inspections together, the number of stock keeping units found to be in violation does not exceed two percent of all stock keeping units inspected, the Director of Weights and Measures shall grant to the applicant a revocable one year waiver from item pricing requirements provided that the applicant has paid all outstanding penalties imposed in connection with this Local Law. Any store with a current waiver shall not be subject to the item pricing provisions set forth in Section 4 herein.

E. A waiver from item pricing requirement contained herein shall be valid for a period of one year from the date of issuance. Stores must reapply annually for the renewal of a waiver at the rates established in Section 7(B) of this law. The waiver fee and two inspections shall be required for each annual renewal application, as required for an original waiver application.

F.[D]. In the event that total violations in excess of two percent are discovered in the inspections provided for in subsection D [C] herein, the Director of Weights and Measures shall not grant a waiver to the applicant. Such a store may reapply for a waiver by submitting another application with the required fee.

G.[E]. Any retail store that obtains an annual waiver from item pricing shall be required to:

1. Display easy-to-read and properly located shelf tags or signs on every stock keeping unit or group of stock keeping units of the same brand, size and price. Shelf tags shall contain all pricing information required by section 214-h of the New York State agriculture and markets law, as such law is amended from time to time.

2. Post a notice for the consumer, in a conspicuous location, of the granting of the item pricing waiver which shall indicate consumer rights with respect to the accurate pricing of items and price discrepancies.

3. Designate and make available price check scanners to enable consumers to confirm the price of the stock keeping item. These price check scanners shall be in locations that are centrally located in the store and convenient to consumers, with signs of sufficient lettering to identify the scanners to consumers. The minimum number of price
check scanners shall be dependent on the store's retail area as follows:

[Designate and make available the number of price check scanners set
forth in the following table to enable consumers to confirm the price of a
stock keeping item]:

<table>
<thead>
<tr>
<th>Retail Area</th>
<th>Minimum # of Scanners</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Square footage of selling space]</td>
<td>Number of Scanners</td>
</tr>
<tr>
<td>Less than 30,000</td>
<td>1</td>
</tr>
<tr>
<td>30,000 – 99,000</td>
<td>2[3]</td>
</tr>
<tr>
<td>Over 90,000</td>
<td>4[5]</td>
</tr>
</tbody>
</table>

Stores shall have the discretion to install price check scanners which are capable of printing an adhesive label containing the price of the stock keeping item. Stores which choose to have scanners, in an amount which complies with the requirements noted above, but which do not print adhesive labels shall be considered in compliance with the provisions of this local law for purposes of granting a waiver. [One such price check scanner shall be capable of printing an adhesive label containing the price of the stock keeping item. Price check scanners shall be placed in a location convenient to consumers with a sign of sufficient sized lettering identifying this unit to consumers.] Price check scanners may be used by the retail store to meet unanticipated customer checkout needs.

4. Assist county inspectors with store inspections. The retail store may make store personnel or hand-held price scanners available to a county inspector to assist with price accuracy inspections. Inspections of retail stores may be unannounced, provided however, that the inspector shall notify the store upon arrival.

A retail store failing to comply with any of the requirements of section 7 of this local law [this subsection E] shall be subject to a penalty in the amount of no more than three hundred dollars per violation.

H.[F]. An annual waiver from item pricing shall be valid until such time as a store falls below 98% accuracy on two consecutive pricing accuracy inspections. Failure to meet the scanning accuracy requirement or failure to pay the annual application fee shall subject the retail store to the item pricing requirements of this Local Law within ten days of the last inspection.

I.[G]. In the event that the Director of Weights and Measures is unable to conduct inspections pursuant to [subsection C] of this section within thirty days of receipt of a completed written waiver application, the Director of
Weights and Measures shall grant a temporary waiver pending completion of the inspections. If, upon completion, the item pricing inspections detect a violation rate of two percent or less, the Director of Weights and Measures shall issue an annual waiver. If the inspections detect a violation rate in excess of two percent, the temporary waiver shall be immediately revoked and the item pricing provisions of this Local Law shall apply.

SECTION 8. Regulations

In addition to the powers and duties elsewhere prescribed in this local law, the Director of the Department of Weights and Measures shall have the power to adopt, amend or rescind, after a public hearing, such regulations that may be necessary to effectuate the purposes of this law with respect to item pricing and accuracy. At least seven days prior notice of such public hearing on proposed regulations shall be published in the official newspapers of the County of Albany. Any regulations adopted pursuant to this local law shall be filed in the Office of the Clerk of the Albany County Legislature.

SECTION 9[8]. Jurisdiction.

The provisions of this Local Law and any Regulations promulgated hereunder shall be enforced by the Director of Weights and Measures for the County of Albany. The Director of Weights and Measures shall refer cases of unpaid penalties to the Albany County Attorney for appropriate legal action.

SECTION 10[9]. Appointment of Review Committee.

Upon the expiration of the first six months of operation, the Chairman of the County Legislature shall appoint a three-member Review Committee to study this Law’s strengths and weaknesses and make appropriate recommendations for amendments to the Finance Committee.

SECTION 11[10]. Severability.

If any section of this Local Law, or the application thereof to any person or circumstance shall be adjudged invalid by a Court of competent jurisdiction, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any provision of any section or the application of any part thereof to any other person or circumstance and to this end the provisions of each section of this Law are hereby declared to be severable.

This local law shall take effect immediately.

*Referred to Law and Audit and Finance Committees - 3/11/19*
LOCAL LAW NO. “E” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, [RESTRICTING] PROHIBITING THE SALE OF FLAVORED TOBACCO PRODUCTS

Introduced: 3/11/19
By Messrs. Miller, Clay, Ms. Cunningham, Messrs. Ethier, A. Joyce, Beston, Cahill, Frainier, Mss. McKnight, Willingham, Messrs. Mayo, Domalewicz, Mss. Lekakis, McLean Lane, Plotsky and Mr. Reinhardt:

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

The Legislature of Albany County hereby finds and declares that:

Section 1: Findings and Intent

This Legislature finds that 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored. Flavored tobacco products promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. As tobacco companies well know, menthol, in particular, cools and numbs the throat to reduce throat irritation and make the smoke feel smoother, making menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a “graduation strategy” to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. It is therefore unsurprising that young people are much more likely than adults to use menthol-, candy- and fruit-flavored tobacco products, including not just cigarettes but also cigars, cigarillos, and hookah.

Tobacco use causes death and disease and continues to be an urgent public health threat as evidenced by the fact that every year 480,000 people die prematurely in the United States from smoking-related diseases and 28,000 people die prematurely from second hand smoke making tobacco use the leading cause of preventable death. Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths.

The 2018 National Youth Tobacco Survey cites research showing that youth and young adults identify flavors as a primary reason for e-cigarette use. Given the highly addictive nature of nicotine, it is not surprising that high school students who were current flavored e-cigarette users reported an increase in their frequency of vaping. Some brands have particularly high levels of nicotine in that one single e-cigarette may contain as much nicotine as a pack of 20 cigarettes.
Much as youths disproportionately use flavored tobacco products, the same can be said of certain minority groups. According to the Food and Drug Administration (FDA), 85% of African American smokers, 44% of Hispanic smokers, 38% of Asian smokers and 28% of White smokers smoke menthol cigarettes. Native Americans, people who identify as LGBT, and young adults with mental health problems also have disproportionately high rates of smoking menthol cigarettes. Menthol products are more addictive, and both youth and racial/ethnic minorities find it harder to quit smoking menthol cigarettes.

According to the NAACP, “for decades, data has shown that the tobacco industry has successfully and intentionally marketed mentholated cigarettes to African Americans and particularly African American women as “replacement smokers”. The recognition of this harsh reality led the NAACP to adopt a unanimous resolution at their 2016 National Convention supporting state and local efforts to restrict the sale of menthol cigarettes and other flavored tobacco products.

Younger smokers are more likely than older smokers to try these products. When Congress enacted the FSPTCA, it found that the use of tobacco products by the nation’s children is a “pediatric disease of considerable proportions” that results in new generations of tobacco dependent children and adults.

Although the manufacture and distribution of flavored cigarettes (excluding menthol) are banned by federal law, neither federal law nor New York State law restricts the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigars, cigarillos, smokeless tobacco, hookah, electronic smoking devices and the solutions used in these devices.

According to the 2018 Surgeon General’s Advisory Regarding the E-cigarette Epidemic Among Youth, e-cigarettes entered the U.S. marketplace around 2007, and since 2014, they have been the most commonly used tobacco product among U.S. youth. E-cigarette use among U.S. middle and high school students increased 900% during 2011-2015. During the past year, current e-cigarette use increased 78% among high school students from 12% in 2017 to 21% in 2018. More than 3.6 million U.S. youth, including 1 in 5 high school students and 1 in 20 middle school students currently use e-cigarettes.

Also according to the Surgeon General, nicotine exposure during adolescence can harm the developing brain that continues to develop until about age 25. Nicotine exposure during adolescence can impact learning, memory, and attention. Using nicotine in adolescence can also increase the risk for future addiction to other drugs. In addition to nicotine, the aerosol that users inhale and exhale from e-cigarettes can potentially expose both themselves and bystanders to other harmful substances.
including heavy metals, volatile organic compounds, and ultrafine particles that can be inhaled deeply into the lungs.

Since the industry will not reveal what chemicals are in the flavorings in the vapor products, it may be years before we know the full negative impact of the explosive increase in the use of e-cigarettes. Scientists have discovered that cinnamon, vanilla, and cherry flavors react with propylene glycol, a main ingredient in many vape juices, to create entirely new chemicals, according to a study published in the journal Nicotine & Tobacco Research. Oct 18, 2018.

The federal government’s National Institute on Drug Abuse reported that teen use of e-cigarettes soared in 2018. The survey, which polled 8th, 10th and 12th graders across the country, found the rise in nicotine vaping was the largest spike for any substance recorded by the study in 44 years.

Flavors appeal to youth and drive youth experimentation with tobacco products:
  - Beyond improving palatability, perceptible flavor provides an avenue for youth marketing;
  - Youth tobacco users typically begin with flavored products and, overall, use flavored products at higher rates than their older peers;

Flavored tobacco products promote youth tobacco initiation and drive young occasional smokers to daily smoking; Consumers incorrectly perceive flavored tobacco products to be less harmful:
  - The presence of characterizing flavors signals product palatability, which incorrectly associated with lower relative harm, influencing consumer brand preference and use;
  - Adolescents are more likely to believe that fruit and chocolate or other sweet flavors are less harmful than flavors like alcohol, tobacco, and spice flavors;
  - Youth e-cigarette users perceive lower harm from flavored e-cigarettes than from unflavored e-cigarettes despite research documenting harmful constituents present in e-cigarette flavoring.
  - The majority of youth who use tobacco choose flavored tobacco products;

E-cigarettes can also be used to deliver other drugs including marijuana. In 2016, one-third of U.S. middle and high school students who ever used e-cigarettes had used marijuana in e-cigarettes.

Albany County has a substantial and important interest in ensuring that existing state and local tobacco sales regulation is effectively enforced;
  - Although it is unlawful to sell tobacco products to minors, 5 percent of New York retailers sold to minors between 2010 and 2012;
• A local tobacco retail licensing system will help ensure that tobacco sales comply with the Adolescent Tobacco Use Prevention Act, other tobacco control laws, and the business standards of Albany County;
• Licensing laws in other communities have been effective in reducing the number of illegal tobacco sales to minors;

A local licensing system for retailers of tobacco products, electronic cigarettes, and other products regulated by Article 13-F of New York State Public Health Law is necessary and appropriate for the public health, safety, and welfare of our residents;

Neither federal nor New York law restricts the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigarillos, cigars, smokeless tobacco, shisha, e-cigarettes or e-cigarette solutions. It is the intent of Albany County to implement effective measures through this Bill to restrict access to flavored iterations of these products, and thus reduce tobacco experimentation, promote successful cessation, and narrow tobacco-related health disparities; prevent the sale or distribution of contraband tobacco products, and facilitate the enforcement of tax laws and other applicable laws relating to tobacco products.

**Section 2: Definitions**

As used in this [Bill]Law, the following terms shall have the meanings indicated:

ACCESSORY means any product that is intended or reasonably expected to be used with or for the human consumption of a Tobacco Product or Electronic Aerosol Delivery System; does not contain tobacco and is not made or derived from tobacco; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, Constituents, or characteristics of a Tobacco Product or Electronic Aerosol Delivery System; or (2) is intended or reasonably expected to affect or maintain the performance, composition, Constituents, or characteristics of a Tobacco Product or Electronic Aerosol Delivery System but [(a)] solely controls moisture and/or temperature of a stored Tobacco Product or Electronic Aerosol Delivery System.

APPLICANT means an individual, partnership, Limited Liability Company, corporation, or other business entity seeking a Tobacco Retail License.

COMMISSIONER means the Commissioner of the Albany County Department of Health.

COMPONENT OR PART means any software or assembly of materials intended or reasonably expected: (1) to alter or affect the Tobacco Product’s or Electronic Aerosol Delivery System’s performance, composition, Constituents, or characteristics; or (2) to be used with or for the human consumption of a Tobacco Product or Electronic
Aerosol Delivery System. Component or Part excludes any Constituent and any Accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software, rolling papers and flavorings for Tobacco Products or Electronic Aerosol Delivery Systems.

CONSTITUENT means any ingredient, substance, chemical or compound, other than tobacco, water, or reconstituted tobacco sheet, which is added by the manufacturer to a Covered Product during the processing, manufacture, or packing of the Covered Product. This term shall include smoke and aerosol constituent.

COVERED PRODUCT means a Tobacco Product, Electronic Aerosol Delivery System, or another product regulated by Article 13-F of the New York State Public Health Law.

DEPARTMENT means the Albany County Health Department.

ELECTRONIC AEROSOL DELIVERY SYSTEM means an electronic device that, when activated, produces an aerosol that may be inhaled, whether or not such aerosol contains nicotine. Electronic Aerosol Delivery System includes any Component or Part but not Accessory, and any liquid or other substance to be aerosolized, whether or not separately sold. Electronic Aerosol Delivery System does not include drugs, devices, or combination products authorized for sale by the state or U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

EMISSION means any substance, chemical, or compound released or produced during use of a Covered Product. This term shall include, but is not limited to, smoke, aerosol, saliva, sputum.

FLAVORED PRODUCT means any Covered Product containing a Constituent that imparts a [p]Perceptible taste or aroma different from tobacco or produces an Emission or byproduct that imparts a [p]Perceptible taste or aroma different from tobacco, either before or during use of the Covered Product. A Covered Product is presumed to be a Flavored Product if a Tobacco Retailer, manufacturer, or a manufacturer’s agent or employee has:

i. made a statement or claim directed to consumers or the public, whether expressed or implied, that the Covered Product, Emission, or byproduct of the Covered Product smells or tastes different from tobacco, or

ii. Taken action that would be reasonably expected to result in consumers receiving the message that the Covered Product, Emission, or byproduct of the Covered Product smells or tastes different from tobacco.
No product shall be determined to be a Flavored Product solely because of the use of additives or flavorings or the provision of ingredient information.

NEW TOBACCO RETAIL LICENSE means any Tobacco Retail License that is not a Renewed Tobacco Retail License.

PERSON means any natural person, company, corporation, firm, partnership, business, organization, or other legal entity.

PERCEPTIBLE means perceivable by the sense of taste or smell.

RENEWED TOBACCO RETAIL LICENSE means a Tobacco Retail License issued to an Applicant for the same location at which the Applicant possessed a valid Tobacco Retail License during the previous 12 months.

TOBACCO PRODUCT means any product made or derived from tobacco or which contains nicotine, marketed or sold for human consumption, whether consumption occurs through inhalation, or oral or dermal absorption. Tobacco Product includes any Component or Part, but not Accessory. Tobacco Product does not include drugs, devices, or combination products authorized for sale by the state or U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

TOBACCO RETAILER means a retailer licensed pursuant to this [Bill]Law.

TOBACCO RETAIL LICENSE means a license issued by the Department to a Person to engage in the retail sale in Albany County of a Covered Product.

Section 3: Requirement for Tobacco Retail License

(A)(1) No Person shall sell, offer for sale, or permit the sale of a Covered Product by retail within Albany County, without a valid Tobacco Retail License. A Tobacco Retail License is not required for a wholesale dealer who sells products to retail dealers for the purpose of resale only and does not sell a Covered Product directly to consumers.

(A)(2) Notwithstanding the requirements set forth in Section 3(A) (1), this [Bill]Law shall not apply to registered organizations pursuant to Title V-A of Article 33 of New York Public Health Law.

(B) A Tobacco Retail License issued pursuant to this [Bill]Law is nontransferable and non-assignable and valid only for the Applicant and the specific address indicated on the Tobacco Retail License. A separate Tobacco Retail License is required for each
address where a Covered Product is sold or offered for sale. A change in business ownership or business address requires a New Tobacco Retail License.

Section 4: License Application and Application Fee

(A) An application for a New Tobacco Retail License or Renewed Tobacco Retail License shall be submitted to the Department in writing upon a form provided by the Department and shall contain information as required by the Department. The Department may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

(B) Each application for a Tobacco Retail License shall be accompanied by a nonrefundable application fee of $50, or as determined by the Commissioner.

(C) Upon the receipt of a completed application for a Tobacco Retail License and the application fee required by Section 4(B), the Department shall inspect the location at which tobacco sales are to be permitted. The Department may ask the Applicant to provide additional information that is reasonably related to the determination of whether a license may issue.

Section 5: Issuance of Licenses

(A) No Tobacco Retail License shall be issued to any seller of a Covered Product that is not in a fixed, permanent location.

(B) The issuance of a Tobacco Retail License pursuant to this Bill is done in Albany County’s discretion and shall not confer upon licensee any property rights in the continued possession of such a license.

(C) The Department shall collect from the Applicant the Tobacco Retail License fee proscribed in Section 6 prior issuing the Tobacco Retail License.

(D) The Department may refuse to issue a Tobacco Retail License to an Applicant if it finds that one or more of the following bases for denial exists:

   (1) The information presented in the application is incomplete, inaccurate, false, or misleading;

   (2) The fee for the application has not been paid as required;

   (3) The Applicant does not possess valid certification of registration or licensure required by state or federal law for the sale of a Covered Product;
(4) The Department has previously revoked a Tobacco Retail License issued under this Bill to the Applicant;

(5) The Department has previously revoked a Tobacco Retail License issued under this Bill for the same address or location;

(6) The Applicant has been found by a court of law or administrative body to have violated any federal, state, or local laws pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs, (b) the payment or collection of taxes on a Covered Product, (c) the display of a Covered Product or of health warnings pertaining to a Covered Product, or (d) the sale of a Covered Product;

(7) The Applicant has not paid to Albany County outstanding fees, fines, penalties, or other charges owed to Albany County, including the fee for the Tobacco Retail License required by Section 6; or

(8) The Department determines, in accordance with written criteria established to further the purposes of this Bill, that the Applicant is otherwise not fit to hold a Tobacco Retail License.

Section 6: License Term and Annual License Fee

(A) A Tobacco Retail License issued pursuant to this Bill shall be valid for no more than one year and shall expire on the thirty-first day of December of the calendar year for which it is issued. As set forth in Section 8, a Tobacco Retail License may be revoked for cause by the Department prior to its expiration for cause.

(B) The Department shall charge an annual Tobacco Retail License fee of $250 or as determined by the Commissioner.

(C) The Commissioner may discount the Tobacco Retail License fee required by Section 6(B) for an application received within ten (10) months of the expiration date.

(D) Beginning two years from the effective date of this Bill, the Department may, on an annual basis, modify the Tobacco Retail License fee required pursuant to Section 6(B). The Tobacco Retail License fee shall be calculated so as to recover the cost of administration and enforcement of this Bill, including, for example, issuing a license, administering the license program, hiring and training staff, identifying Flavored Products, retailer and community education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Bill. All fees and interest upon
proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

**Section 7: License Display**

(A) A Tobacco Retail License issued pursuant to this Bill shall be conspicuously displayed at the location where a Covered Product is sold so that it is readily visible to customers.

(B) Selling, offering for sale, or permitting the sale of any Covered Product without a valid Tobacco Retail License displayed in accordance with Section 7(A) constitutes a violation of this Bill.

**Section 8: Sale of Flavored Products [Restricted] Prohibited**

[(A)(1) Except as specified in Section 8(A) (2),] [n]No Tobacco Retailer shall distribute without charge, sell, offer for sale, or possess with intent to sell, offer for sale, or distribute without charge a Flavored Product. This applies to remote transactions, including but not limited to internet or mail-order sale, by a Tobacco Retailer licensed pursuant to this [Bill]Law.

[(A)(2) Section 8(A) (1) shall not apply to a Tobacco Retailer that:
  i. is also a retail tobacco business or retail electronic cigarette store, as defined by N.Y. Public Health Law §§ 1399-n (7 and 11), and
  ii. does not permit entry to persons below age 21 years or Albany County minimum legal sales age for a Tobacco Product, whichever is higher, and
  iii. Sells, offers for sale, or distributes a Covered Product exclusively for use on the premises of the Tobacco Retailer.]

**Section 9: Revocation of Licenses**

(A) The Department may suspend or revoke a Tobacco Retail License issued pursuant to this Bill for violations of the terms and conditions of this Bill or for violation of any federal, state, or local law or regulation pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs, (b) the payment or collection of taxes on Covered Products, (c) the display of Covered Products or of health warnings pertaining to Covered Products, or (d) the sale of a Covered Product.

(B) The Department may revoke a Tobacco Retail License if the Department finds that one or more of the bases for denial of a license under Section 5 existed at the time application was made or at any time before the license issued.

**Section 10: Violations and Enforcement**
(A) The Department or its authorized designee(s) shall enforce the provisions of this Bill. The Department may conduct periodic inspections to ensure compliance with this Bill.

(B) In addition to the penalties provided for in Section 8, any Person found to be in violation of this Bill shall be liable for civil penalty of not more than $500 for the first violation, not more than $1000 for the second violation within a two-year period, and not more than $5000 but no less than $1500 for the third and each subsequent violation within a two-year period, or as determined by the Commissioner. Each day on which a violation occurs shall be considered a separate and distinct violation. These fines will be used for County anti-smoking/anti-vaping public health efforts.

Section 11: Rules and Regulations

The Department may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this Bill.

Section 12: Severability

The provisions of this Bill are declared to be severable, and if any section of this Bill is held to be invalid, such invalidity shall not affect the other provisions of this Bill that can be given effect without the invalidated provision.

Section 13: Effective Date

The effective date of this ordinance shall be 120 days subsequent to its filing with the Office of the Secretary of State.

Referred to Law and Health Committees - 3/11/19
LOCAL LAW NO. 0 FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING SECTION 297 OF THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 6 FOR 1993 AS SUBSEQUENTLY AMENDED RELATING TO COMMISSIONS ON REAPPORTIONMENT

Introduced: 05/31/18
By: Ms. Cunningham, Mr. Crouse, Ms. Willingham, Messrs. A. Joyce, Clonahan, Domalewicz, Fein, Higgins, Ms. Lekakis, Mr. O'Brien, Ms. Plotniky, Messrs. Simpson, Mayo, Mauriello, Reinhardt, Ms. Mclean-Lane, Messrs. Bullock and R. Joyce

Statement of legislative findings and intent.

The Albany County Legislature hereby embraces the creation of the Albany County Commission on Reapportionment, (the Commission) which will facilitate a non-partisan, independent, inclusive and participatory redistricting process for the County's legislative redistricting following the next federal census in 2020, and thereafter. Pursuant to law, the County's legislative districts must be adjusted in accordance with the relative population growth and shifts as indicated in the census to ensure that fair representation for each resident is maintained.

The legislative redistricting process shall be conducted by this independent Commission, which shall be adequately funded to carry out its responsibilities and to hire independent, expert professional staff. Further, the Legislature wishes to tap into the expertise of the newly established Albany County Legislature Black Caucus (adopted as Resolution 125 by unanimous vote of the Albany County Legislature) to facilitate the creation of the Majority Minority District (MMD) Reapportionment Subcommittee, with the purpose of assisting the Commission in providing a laser focus to ensure the fair representation of Albany County minority communities in all aspects of the reapportionment process. It is the intent of the Legislature that the Commission and the MMD Reapportionment Subcommittee shall work collaboratively, in tandem, with a high level of communication and interaction between the two bodies.

The Commission's members shall not include elected officials or party officers, family members, legislative staff, or candidates for elective office. The Commission shall be transparent, accountable and function independently, without the undue and improper influence of sitting elected officials and their representatives. The Commission's work shall be accomplished through a professional process that invites experts in the areas of redistricting, law, county geography and other important elements that are key to securing a credible, responsive, and accountable redistricting process and outcome.

PURSUANT TO SECTIONS 10 AND 33 OF THE MUNICIPAL HOME RULE LAW AND SECTION 2701 OF THE ALBANY COUNTY CHARTER:

Be it enacted by the County Legislature as follows:
Section 1. The Albany County Charter is hereby amended by deleting the existing Section 207 and adding a new Section 207 to read as follows:

Section 207. Commission on Reapportionment.

A. A Commission on Reapportionment (identified in this local law as "the Commission") shall be established to make recommendations to the County Legislature on whether and how the County Legislature should be reapportioned when required. Triggering events include but may not be limited to: 1) upon publication of the results of the federal decennial census for Albany County, 2) upon publication of census tracts and block statistics based upon any federal or special population census taken pursuant to Section 20 of General Municipal Law, and held not more than once every five (5) years, or (3) any annexation which has the effect of increasing or decreasing the population of any legislative district by more than 10 percent. This process shall occur subsequent to the federal and state reapportionment process, to the extent practicable.

B. Commission Composition

1. The Commission shall consist of nine (9) members who are County residents, registered voters in New York State, but shall not have been in the last four years immediately preceding the creation of the Commission: 1.) a publicly elected official, which shall mean any individual elected to local, county, state or federal office, excluding school board members and library trustees, but including those elected as members of political parties; 2.) a state employee who serves as a political appointee or legislative employee; 3.) a political party chairperson or officer. Further exclusions of individuals that may not serve on the Commission are fully identified in Section F.

2. The Commission Members shall be selected to reflect the diversity of the residents of this county with regard to race, ethnicity, gender, language, and geographic residence (including representative of rural/small communities). In selecting Commission Members, the Legislature shall consult with organizations devoted to protecting the voting rights of minority and other populations. These requirements will ensure that the Commission's members are both independent, representative of the County's diverse communities, and sensitive to the critical importance to voters of fair and proper district lines.

C. Majority Minority District Reapportionment Subcommittee – Intent and Functions

1. To ensure that the interests of minority districts are adequately and appropriately incorporated into a redistricting proposal, a special Majority Minority District (MMD) Reapportionment Subcommittee (identified further as the MMD Subcommittee) will be also established that will work collaboratively and in tandem with the Commission. The MMD Subcommittee will be created as a vital component of the Commission's work and efforts and shall make recommendations to the Commission regarding the configuration of minority districts, with the goal of
protecting voting rights of minority residents and ensuring adequate electoral representation of minority residents residing in MMDs. The unique focus of the MMD Subcommittee shall be to ensure the representation of Albany County minority communities in all aspects of the reapportionment process.

2. The MMD Subcommittee shall have the authority and funds to contract its own outside legal/reapportionment consultant.

3. The intent of the work of the MMD Subcommittee shall be to fully examine the issues unique to the MMD communities and their residents and shall be presented for inclusion into the final report of the Commission.

D. MMD Reapportionment Subcommittee Composition, Appointment Process and Function

1. The MMD Subcommittee shall be appointed by the Albany County Legislature Black Caucus (LBC) and shall consist of seven (7) members who are representative of the minority communities represented by the LBC. MMD Subcommittee Members shall be County residents, registered voters in New York State, but shall not have been in the last four years preceding the creation of the MMD Subcommittee: 1.) a publicly elected official, which shall mean any individual elected to local, county, state or federal office, excluding school board members and library trustees, but including those elected as members of political parties; 2.) a state employee who serves as a political appointee or legislative employee; 3.) a political party chairperson or officer. Further exclusions of individuals that may not serve on the MMD Subcommittee are fully identified in Section F.

2. Appointments to the MMD Subcommittee may be made in the year of the census, after extensive, repeated solicitation by the Albany County Legislature of potential appointees that are knowledgeable, capable, interested and experienced in the reapportionment field. The Albany County Legislature shall use all communication means necessary to educate the public on the Commission and MMD Subcommittee process and need for appointees.

3. After a County-wide solicitation of potential appointees, the Chair of the LBC shall appoint two (2) representatives who shall serve on the MMD Subcommittee and subsequently, the additional Members of the MMD Subcommittee shall be selected by a majority vote of the Albany County Legislature Black Caucus. In the event that the LBC members cannot agree on any individual member of the MMD Subcommittee, the Chair of the LBC shall make the final selection of the potential candidates under discussion. The MMD Subcommittee shall select its own leadership by voting on a Chairperson at its first meeting.

4. The MMD Subcommittee will be required to hold its own hearings and public forums to collect and consider the inputs from impacted communities, as well as the county communities at large. The subsequent work products of the MMD subcommittee, including the drawing of the maps of the MMD districts, shall be presented for inclusion into the final report of the Commission. The Commission shall, upon the receipt of the report from the MMD, reflect its consideration and prepare a written report to the Legislature that documents its consideration of the recommendations of the MMD Subcommittee prior to the submission of the final report to the Legislature.
for vote. Should the Commission elect to exclude, add to or modify recommendations of the MMD Subcommittee's report and work product, it shall provide a detailed justification and rationale regarding its decision.

E. Commission Membership and Process

1. In the year of the census, the Albany County Legislature shall solicit interest widely throughout Albany County for knowledgeable, interested and capable individuals to serve on the Commission. To encourage interest of the widest possible pool of qualified and knowledgeable individuals, the County Legislature shall regularly use all communication means necessary to solicit interest in serving on the Commission and the MMD Reapportionment Subcommittee. Interested individuals shall provide to a designated County email or mailing address information that shall include but not be limited to: resume, credentials, any relevant expertise in the reapportionment and legal fields, community background and experience and other important information regarding the individual's capacity and interest in serving on the Commission.

2. It is the intent of the Legislature that because the Commission appointees will reflect a cross section of backgrounds, expertise, interests and credentials, a broad solicitation of diverse individuals is required. The members of the Commission shall reflect the diversity of the residents of Albany County with respect to socio-economic status, race, ethnicity, gender, sexual orientation, and geographic residence, including the representation of rural and small communities.

F. Commission Independence

1. To further ensure that the Commission's Members are independent, the following individuals shall be removed from the applicant pool:

a. Within the four years immediately preceding the creation of the Commission, or any subsequent Commissions under this law, or through their term of service on the Commission, neither the applicant, nor a member of his or her immediate family, may have done any of the following:

   (i) Been appointed to, elected to, or have been a candidate for federal, state, county, or local office, excluding school board members, library trustees, and fire commissioners;

   (ii) Served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective federal, state, county, or local office;

   (iii) Served as a paid Congressional-Federal or State political appointee or employee of the State Legislature;

   (iv) Been an Albany County employee, or paid consultant;

   (v) Serve as a registered lobbyist in the State of New York.

b. Staff and consultants to, persons under a contract with, or any person with an immediate family relationship with any county or publicly elected official, excluding
school board members, library trustees and fire commissioners, are not eligible to serve as commission members. As used in this subdivision, a member of a person's "immediate family" is one with whom the person has a bona fide relationship established through blood or legal relation, including spouse, parents, children, siblings, and in-laws.

G. Timing of Commission Appointments

1. All appointments to the Commission or the MMD Reapportionment Subcommittee may be made in the year of the census, after extensive solicitation of appointees that are expert, knowledgeable and experienced in the reapportionment field. Initial appointments to the Commission from the pool of interested parties gathered in this manner shall represent various geographic areas of the County and must be made by the time the census data becomes available. The 9 (nine) Appointments shall be made to the Commission in the following manner: The Majority Leader, Minority Leader, Chairperson of the Legislature and the Chairperson of the Legislative Black Caucus shall each make one (1) appointment to the Commission (complying with the other exclusions contained in this local law). These four (4) individuals shall make the remaining five (5) appointments to the Commission (also complying with other exclusions of this local law). Three (3) members shall be appointed by the Chairperson of the Albany County Legislature, three (3) shall be appointed by the Majority Leader of the County Legislature and three members (3) by the Minority Leader of the County Legislature. The Commission shall select its own leadership by voting on a Chairperson at its first meeting from among the 5 (five) independently selected Commission Members.

2. Vacancies in the membership of the Commission shall be filled within thirty days (30) by a manner determined by the remaining Commission Members, in the manner provided for in the original appointments.

H. Request for Proposal Process

1. The Commission and MMD Subcommittee shall expeditiously issue two (2) Requests for Proposals (RFPs) for map drawing services, one for Majority Minority districts (MMD) and the other for the entirety of Albany County. Together with the Albany County Division of Purchasing, the Committee and Subcommittee shall be empowered to create and draft RFP's consistent with Article 13 of the Albany County Charter, the Albany County Procurement Policy, and any relevant state or federal laws. Both RFPs (the Commission and the MMD Subcommittee) shall be evaluated based on their ability to produce maps and supporting data, and engage in publicly informed and participatory processes that eventually produce successfully drawn maps that reflect the goals identified in Section I. Out of the RFP Process, the selected entities shall provide map drawing expert resources, modeling of districts, data-driven analysis that shall assist the Commission and MMD Subcommittee in fully understanding and determining the impact
of the redistricting process.

I. Compliance and Adherence with Appropriate Federal Laws and Equal Representation Goals

1. The Commission, the MMD Reapportionment Subcommittee, staff and the consultant(s) hired under the RFP shall comply with the requirements of 52 U.S.C. 1001 (Section 2 of the Voting Rights Act of 1965) and in all subsequent relevant statutes and case law.

2. The Commission and the MMD Subcommittee shall be guided by the goal of equal and fair representation of all people in Albany County, consistent with established state and federal law as interpreted by courts of appropriate jurisdiction. Factors to consider include, but shall not be limited to:

   a. whether such lines would result in the denial or abridgement of racial or language minority voting rights, and districts shall not be drawn to have the purpose of, nor shall they result in, the denial or abridgement of such rights. Districts shall be drawn so that, based on the totality of the circumstances, racial or minority language groups do not have less opportunity to participate in the political process than other members of the electorate and to elect representatives of their choice;
   b. shall minimize population variance, to the extent practicable, among districts in accordance with federal law, but in no instance shall a district's population exceed 105% or be less than 95% of the ideal district size;
   c. each district shall consist of contiguous territory;
   d. each district shall be as compact in form as practicable;
   e. districts shall be consistent with existing municipal and rural boundaries, and neighborhoods within Albany County; and balance and reasonableness for the diversity of citizens residing in all parts of the County;
   f. the places of residences of incumbents or candidates shall not be identified or considered;
   g. party registration shall be excluded from the initial phase of the mapping process but may be used to test maps for compliance with the above goals with party voting history and participation included.

J. Commission and MMD Subcommittee Appropriations, Staffing and Operations:

I. In the fiscal year prior to the establishment of the Commission, the Legislature shall appropriate funding for all aspects of the activities of the Commission and the MMD Subcommittee. These funds shall provide for all expenses of the work of the Commission and MMD Subcommittee, funds for the compensation of consultants, members and staff, as well as funding for any duties that the County Legislature shall deem necessary to facilitate the performance of the Commission and MMD Subcommittee's duties identified in this Local Law. The Commission and MMD Subcommittee shall establish clear criteria for the securing and overseeing of staff and consultants, communications
protocols and processes, and a code of conduct. The Commission shall apply the conflicts of interest listed in subdivision F to the hiring of staff to the extent practicable. The Commission shall require that legal counsel hired by the Commission have demonstrated and extensive experience and expertise in reapportionment processes, and in the implementation and enforcement of the federal Voting Rights Act of 1965 (42 U.S.C. Sec. 1971 et seq.).

2. Commission and MMD Subcommittee members and staff shall exercise the highest standards of conduct, and disclose to Commission/MMD Subcommittee colleagues substantive communications with elected officials, staff and other public officials that occur outside public hearings or meetings of the Commission and MMD Subcommittee.

3. The Commission and the MMD Subcommittee will work in a process that allows for timely input from the County Legislature and its members and allows for the maximum amount of public participation, engagement, and comment. The Commission and the MMD Subcommittee will be committed to full transparency and accountability including the timely posting of its meetings, agendas, minutes, data and any relevant reports or information that is included in the body of work of the Commission and the MMD Reapportionment Subcommittee.

4. All meeting minutes, notes, documents, reports, and any work product of the Commission and MMD Subcommittee shall be maintained and preserved as official documents of the reapportionment process and housed by the Office of the Clerk of the Albany County Legislature. The Commission and MMD Subcommittee will work collaboratively and closely together, with full discussion and dialogue taking place between the two structures. The Commission and MMD shall have the authority to solicit information and expert opinion from government agencies and staff as they see fit.

K. Commission and MMD Reapportionment Subcommittee Hearings/Public Comment Periods and Public Access to Information:

1. During the preparation of the redistricting plan, the Commission working closely and in collaboration with the MMD Subcommittees shall conduct not less than four (4) public hearings throughout the County. The MMD Subcommittee shall be empowered to hold its own public hearings for additional community input. These public hearings shall be publicized widely, with ample notice to ensure the maximum level of citizen participation and engagement. The purpose of the public hearing process is to promote a high level of understanding of the process and its implications to the public, to provide expert presentations and access to Commission and MMD leaders, staff and consultants, allow for ample public comment, and to communicate the process of the reapportionment process to the public. All public hearings should be publicized and information about the meetings should be widely disseminated. The Albany County website shall be the venue for the collection of all information regarding the work of the Commission and MMD Subcommittee.

2. The Commission and the MMD Subcommittee shall make available to the public, on the Albany County website and through electronic media efforts, any draft redistricting plans and concepts, relevant data, and related information. Such plans, data, and information shall be in a form that allows and facilitates their use by the
public to review, analyze, and comment upon such plans. The Commission can adjust its redistricting outline based on input received from the public. Prior to the final redistricting plan being presented for adoption by the Legislature, the Commission shall conduct a final public hearing to ensure that the residents of Albany County have ample opportunity to understand, provide comment and feedback on the final report. The Commission shall report the findings of all public hearings in a written report to the legislature upon submission of the final redistricting plan.

L. Final Report of the Commission

1. The Commission shall submit its final report in the form of a proposed local law to the Clerk of the County Legislature within thirty (30) days after the final report is completed for distribution to the members of the Legislature.

2. No later than 30 days after receiving the final report, the Chairperson of the County Legislature shall submit to the County Legislature, the Commission's final reapportionment report in the form of a proposed local law, for consideration by the full Legislature. No later than sixty (60) days after its submission by the Chairperson, the proposed local law shall be forwarded to the full legislature for consideration. The County Legislature may then by a majority vote of the whole number of its members choose to adopt such proposed local law on legislative districts. If such proposed local law is not adopted, the Commission shall be empowered to continue its work through subsequent amendment processes to ensure legislative passage and enactment in a timely manner. The Commission shall submit a revised report to the Legislature no later than sixty (60) days after the proposed local law has been returned to it. The Legislature may provide feedback and recommendations to the Commission in order to assist the Commission in providing an updated reapportionment report. The revised report shall be submitted and subsequently introduced in accordance with the requirements of Section L (1) and (2) respectively. The County Legislature shall consider the recommendations included in any updated report. The Commission and its MMD Subcommittee shall be discharged upon the successful conclusion of the Albany County Reapportionment process.

M. Effective Date

1. This Local Law shall take effective immediately upon filing with the Secretary of State. Pursuant to Municipal Home Rule Law Section 33, this Local Law, amending the present Albany County Charter shall not become operative unless and until this Local Law is approved by the duly qualified voters of Albany County in the manner prescribed by law at the general election of November 5, 2019.
March 7, 2019

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

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests to contract with ChemRx to provide pharmaceutical services to our residents.

Through the RFP process ChemRx, our current vendor, was the lowest bidder and the evaluation committee recommended that they be awarded the contract and the contract award was issued by the Albany County Purchasing department (see attached).

This contract will be for three (3) years, with the option of two (2) renewals for one (1) year each. The do not exceed amount is $240,000.00 per year for a total do not exceed of $720,000.00.

If you require any further information, please do not hesitate to contact me.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Pharmacy Services for Albany County Nursing Home

Date: March 7, 2019
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep. Larry I. Slatky
Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
□ Change Order/Contract Amendment
☒ Purchase (Equipment/Supplies)
□ Lease (Equipment/Supplies)
□ Requirements
□ Professional Services
□ Education/Training
□ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
□ Settlement of a Claim
□ Release of Liability
□ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Chem Rx/PharMerica
16 Walker Way
Albany, New York 12205

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $720,000.00
Scope of Services:
Chem Rx/PharMerica will provide comprehensive, patient oriented pharmacy services in accordance with the provisions and requirements of NYS regulations. Chem Rx/PharMerica will furnish, dispense and deliver pharmaceutical products, including but not limited to: routine and emergency drugs, biologicals and necessary refills directly to the Albany County Nursing Home. (See attached Scope of Services)

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No □
If Mandated Cite Authority: New York State Department of Health
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:  44069
Appropriation Amount:  $720,000.00

Source of Funding - (Percentages)
Federal:  Click or tap here to enter text.
State:  Click or tap here to enter text.
County:  100%
Local:  Click or tap here to enter text.

Term
Term: (Start and end date)  08/01/2019 - 07/31/2022
Length of Contract:  36 months

Impact on Pending Litigation  Yes ☐ No ☒
If yes, explain:  Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number:  N/A
Date of Adoption:  Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
Albany County Nursing Home is required to provide pharmaceutical services as ordered by the residents attending physician. These regulations are stipulated in the NYSDOH requirements of participation in the Medicare and Medicaid programs. Through the RFP process, (RFP 2019-028) Chem Rx/PharMerica was recommended as the lowest responsible bidder for this contract.
Albany County Nursing Home  
RFP #2019-028  
Pharmacy Services

Albany County Nursing Home received a total of two (2) proposals in response to the RFP for Pharmacy Services. The proposals were reviewed by ACNH staff members, Thomas Coffey, Administrator, Vanessa Denning, Medical Director and Laura Vartanian, Assistant Administrator. The Committee’s rating sheets reflecting the individual evaluations of each committee member accompany this document. Below, are the consensus comments of the Committee as they pertain to each proposer as well as the Committee’s final recommendation(s).

Comments:

Acceptable Vendors:

1. Chem Rx - Total Average Rating Score: 5.75

ChemRx is the facility’s current pharmacy vendor. Based on the cost proposal, it was determined that ChemRx offered the lowest total cost. The ability to access reports, especially in relation to cost containment, on demand, and up to the minute was felt to be highly favorable. ChemRx will continue to provide monthly and quarterly cost containment and management reviews. Proximity to the facility (distance of 3.1 miles) will ensure timely medication availability. The “Chem Plus” link to the pharmacy provides nursing staff with the ability to enter new and revised orders more efficiently, as well as, provide the ability to print necessary information at the time of admission or readmission.

2. Health Direct – Total Average Rating Score: 5.2

Health Direct’s cost proposal was substantially higher than the other proposal received. In addition, Health Direct stated that requested reports would be provided to the facility as needed, as opposed to having the ability to obtain reports on-line, causing a potential delay in needed information. Health Direct proposes two (2) standard deliveries Monday through Friday with the ability to add an additional delivery as needed. Health Direct is 100 miles (1 ½ hours) from the facility and could be a factor in timely medication availability.
TO:        Tom Coffey/ Larry Slatky
           Nursing Home

FROM:      Karen Storm
           Purchasing Agent

DATE:      March 5, 2019

RE:        RFP #2019-028 Pharmacy Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to ChemRx in the amount of $240,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of ChemRx for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.
### Proposal Rating Worksheet

**Proposer: Health Direct**

<table>
<thead>
<tr>
<th></th>
<th>Laura Vartanian</th>
<th>Tom Coffey</th>
<th>Vanessa Denning</th>
<th>Reviewer 4</th>
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<tbody>
<tr>
<td>Prior experience in providing pharmacy services for facilities of similar size and type and requiring similar delivery frequency and response time</td>
<td>10% 5 0.5</td>
<td>5 0.5</td>
<td>5 0.5</td>
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<td>Ability to participate in facility requested activities including, but not limited to: formulary development, committee participation, in-service education, med pass training, quality assurance review, etc.</td>
<td>25% 5 1.25</td>
<td>5 1.25</td>
<td>5 1.25</td>
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<td>Quality and comprehensiveness of all aspects of proposed plan for providing pharmacy services, including but not limited to: dispensing and delivery of pharmaceuticals, medication/treatment carts, third party and Medicaid billing services, Medicare Part D program participation, programs for cost containment, electronic access (by facility) to records, reporting services offered with type and scope of Reports identified, internal QA program</td>
<td>10% 4 0.4</td>
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<td>Proposed costs for pharmaceuticals and pharmaceutical services</td>
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<td>4 1</td>
<td>4 1</td>
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<td>Quality and comprehensiveness of all aspects of consulting services including credentials and experience of pharmacists and other consultants</td>
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<td>Assessment of &quot;value added&quot; services included in proposal</td>
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<td>4 0.2</td>
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## Proposal Rating Worksheet

**Proposer:** ChemRx

| Prior experience in providing pharmacy services for facilities of similar size and type and requiring similar delivery frequency and response time | Weight | Rate | Score | Rate | Score | Rate | Score | Rate | Score | Rate | Score | Reviewer 4 | Score |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 10% | 5 | 0.5 | 5 | 0.5 | 5 | 0.5 | 0 | 0 |

| Ability to participate in facility requested activities including, but not limited to: formulary development, committee participation, in-service education, med pass training, quality assurance review, etc. | 25% | 5 | 1.25 | 5 | 1.25 | 5 | 1.25 | 0 | 0 |

| Quality and comprehensiveness of all aspects of proposed plan for providing pharmacy services, including but not limited to: dispensing and delivery of pharmaceuticals, medication/treatment carts, third party and Medicaid billing services, Medicare Part D program participation, programs for cost containment, electronic access (by facility) to records, reporting services offered with type and scope of Reports identified, internal QA program | 10% | 5 | 0.5 | 5 | 0.5 | 5 | 0.5 | 0 | 0 |

| Proposed costs for pharmaceuticals and pharmaceutical services | 25% | 5 | 1.25 | 5 | 1.25 | 5 | 1.25 | 0 | 0 |

| Quality and comprehensiveness of all aspects of consulting services including credentials and experience of pharmacists and other consultants | 20% | 5 | 1 | 5 | 1 | 5 | 1 | 0 | 0 |

<p>| Assessment of &quot;value added&quot; services included in proposal | 5% | 5 | 0.25 | 5 | 0.25 | 5 | 0.25 | 0 | 0 |</p>
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<th>Category</th>
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<td>Proposer's demonstrated capabilities and professional qualifications,</td>
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<td>including but not limited to: evaluation of employees' qualifications,</td>
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<td>firm's financial solvency, length of time in business</td>
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<td>Client References</td>
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<td>Location, i.e., proposer's geographical proximity to facility</td>
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**NOTES:**
Albany County Nursing Home

Presented by:

March 1, 2019
Ryan Windelspecht
Account Executive
16 Walker Way
Albany, NY 12205
516-491-7638
Ryan.Windelspecht@PharMerica.com
SECTION I

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

Thank you for inviting ChemRx/PharMerica to participate in this proposal for Pharmacy Services. We look forward to continuing our partnership with Albany County Nursing Home. ChemRx/PharMerica will continue to provide world class pharmaceutical services, along with:

- **Innovative Products and Services** – Aimed at addressing the changing market needs of our clients.

- **The Account Management program** - Our collaborative initiatives are driven by our Client Management team, partnering with your management team. You and your management team work directly with Deborah Zucker, Pharmacy Director and Chris Sorvari, PHARMD. ChemRx/PharMerica has partnered with the staff at Albany County Nursing Home since 2014, to ensure tight strategic alignment between our organizations.

- **Proven Cost Containment program** – Contract pricing is important. However, it's only one component of overall Cost Containment. ChemRx/PharMerica has several tools and programs that Albany County Nursing Home has collaboratively implemented to get even more Cost Containment traction.

- **Technology** – ChemPlus, ChemRx's fully integrated software package allows Albany County Nursing Home's physicians to conveniently order directly from your workstation to our pharmacy. This ensures seamless continuity of care and ease. We work with Albany County Nursing Home in order to continually make changes and enhancements that we customize upon your request.

In an ever-changing market, ChemRx/PharMerica places a high priority on service, delivery and technology. Albany County Nursing Home, located just three point one (3.1) miles from ChemRx/PharMerica, allows expedited service and deliveries (in many cases STAT deliveries in under one (1) hour), allowing your staff more time with patient care. ChemRx/PharMerica will work directly with Albany County Nursing Home to determine what priorities the facility has relating to quality assurance, cost containment and delivery. ChemRx/PharMerica will continue to explore means by which service, cost, and technological advances could benefit Albany County Nursing Home.

ChemRx/PharMerica values our relationship with Albany County Nursing Home and looks forward to developing new and innovative ways to integrate services, contain costs and provide excellent resident care. We look forward to continuing partnership with Albany County nursing home for years to come.

Sincerely,

Ryan Windelspecht  
Account Executive
ChemRx/PharMerica Service Overview

At ChemRx/PharMerica, we redefine the way skilled nursing facilities (SNF), assisted living facilities (ALF), hospitals, and other institutional care settings manage pharmacy services. We set industry benchmarks in groundbreaking solutions and exceptional customer service for over fifty (50) years.

Through our innovative solutions and professional support team, ChemRx/PharMerica:

- Ensures easy and timely access to medications
- Assists in controlling your pharmacy related costs
- Assists your facility to remain in compliance with state & federal regulations

ChemRx/PharMerica is a leader in institutional pharmacy services with:

- Over 95 pharmacies with national coverage
- Over 6000 employees serving over 3000 facilities nationwide
- Over 50 years of continuously improving the pharmacy experience to meet your facilities’ changing needs

Our Mission

ChemRx/PharMerica is the pharmacy standard for healthcare facilities that demand cost-effective solutions, integrity, and superior pharmacy services. We make people healthier and facilities stronger through superior pharmacy services.

Our Principles

These principles guide every decision we make. We want to earn your trust as a valued partner that delivers industry-leading performance every day.

- Value—We offer you exceptional value through cost-effective solutions, efficient management, and documented savings.
- Trust—We develop collaborative relationships built on price transparency and ethical business practices.
- Performance—We provide quality core services, such as accurate, on-time medications, integrated end-to-end solutions to meet every need, and valuable educational programming to keep your staff at their best.

With more than 50 years in institutional pharmacy services, we know long-term care and alternative care better than any other long-term care pharmacy. From industry leading consultant pharmacist services, streamlined billing options, or maintaining regulatory compliance, our services enable you to increase efficiency, save money, and optimize resident care. ChemRx/PharMerica customers have access to our wealth of information and resources, including specialized education programs, trained pharmacists, and business experts. You can rely on us to ensure superior pharmacy services.

At ChemRx/PharMerica, we streamline, automate, and improve our pharmacy services every day. We place the needs of your nursing facility staff and residents ahead of our own. Most of all, we help you focus on what truly important -- providing top-quality resident care.
Medication Availability

ChemRx/PharMerica recognizes that medication availability is of key concern for all facilities, including Albany County Nursing Home, with cases of high acuity with admissions that occur after normal pharmacy operating hours. We employ multiple solutions to ensure medication availability and accommodate the unique needs of individual facilities. ChemRx/PharMerica strives to assure medication availability is achieved for all orders placed by nursing facilities.

* **First Dose Dispensing**
  ChemRx/PharMerica's advanced on-site medication availability system, RxNow, provides Albany County Nursing Home immediate access to emergency, time sensitive and new admission first dose medications for up to 300 medications, including controls.

* **Order Alert Notifications**
  Monitor the status of medication orders with Order Alerts through our easy to follow dashboards that dynamically update each order's status. Electronically receive order alerts, via email, text or fax for any delayed medications.

* **Electronic Prescribing**
  Provide your physicians the ability to E-Prescribe with the SureScripts network to send both controlled and non-controlled orders to the Albany ChemRx/PharMerica pharmacy.

* **Real-time Messaging with your EMR**
  ChemRx/PharMerica, in addition to the Chem Plus system, partners with a variety of electronic medical record system vendors so customers can transmit patient census and ordering information electronically to ChemRx/PharMerica. This creates a single system for orders and patient records. ChemRx/Pharmerica has a bidirectional interface with Point Click Care, which includes a two percent (2%) EMR discount for Albany County Nursing Home.

* **Continuity of Medication for Discharging Residents**
  Provide your residents continuity of care as they transition from your facility to their home with DischargeRx or Split Bill at Discharge. Offering a supply of medications, billed to the resident insurance plan, as residents leave your facility can reduce potential readmissions.

* **Medication Packaging Options**
  ChemRx/PharMerica has the ability to provide multiple packaging options from blister cards to multi-dose compliance packaging. We work with the facilities to determine the best option for your unique needs.
Cost Containment

Of all the services long-term care pharmacies provide to nursing home customers, the #1 expectation is for their pharmacy to save them money — clinically appropriate and cost effective. ChemRx/PharMerica provides powerful and easy to use cost containment tools for medication management, utilization reporting and cost savings.

- **Comprehensive Reporting**
  ChemRx/PharMerica delivers comprehensive reports to Albany County Nursing Home monthly, where we review medication expenditures and insights to key cost drivers, along with cost saving results and actionable recommendations. Automated notifications can be sent directly to any email or fax, alerting Albany County Nursing Home of updated information.

- **Pre-Admit Pricing**
  Identify lower cost medication alternatives and therapeutic interchange recommendations prior to or during the admission process with ViewMaster.

- **Reduce Medicare Part D Denials**
  Avoid and recapture non-covered charges with ChemRx/PharMerica’s RxAllow service, where our team of experts aggressively manages follow ups with physicians and payers’ to gain approval on previously denied claims.

- **Proactive Part D Plan Alert Minimizes Denials**
  Individualized, resident specific notices that compare Medicare Part D formulary drug coverage plans making it perfect for consultation with the family or physician. Resident specific notices, that identify alternate Medicare Part D Plans that offer better coverage and less restriction proactively minimizes denials of non-covered charges.

- **Dispensing & Cost Limits**
  ChemRx/PharMerica has set up Albany County Nursing Home with our Quantity Limit Program lowering cost by setting dispensing limits and required authorizations for higher cost brand or specialty medications. This has reduced Albany County Nursing Home’s potential waste and has limited exposure to high cost or typical shorter-stay medications.

- **Split Cost of Medications Supply**
  Split Bill splits the cost of a medication supply when a payer changes from Med A to a third party payer at the time of a resident’s discharge. Splitting the billing cost reduces waste, improves continuity of care, and reduces nursing home costs.

Compliance & Education

ChemRx/PharMerica is committed to keeping facilities compliant with federal and state regulations by providing them with access to our team of expert clinicians, innovative technology solutions, high-quality IV services and accredited Continuing Education opportunities.

- **Continuing Education On-site or Online**
  ChemRx/PharMerica Customer University provides a wide range of accredited, continuing education programs designed for administrators and nurses. For your convenience, we will
come to you or you can take advantage of our online training tools. We even host continuing education webinars throughout the year.

- **Nurse Consulting**
  Our professional nurse consultants, pharmacy technicians and pharmacists are experts in medication storage and administration audits. They are ready to assist you in a variety of ways such as mock surveys, pre-survey audits, med-pass observations, cart audits, medication destruction and medication room inspections or audits.

- **On-Site IV Services**
  ChemRx/PharMerica IV nurses provide insertion services, education and training for your staff on a timely basis. Be it on-site performing an in-service, at the bedside teaching and coaching or on the phone answering your questions.

- **Medical Records**
  ChemRx/PharMerica can support both traditional multi-part medical paper records and electronic MAR records. ChemRx/PharMerica prints medical records on a monthly basis to fit your facility’s needs. Monthly reports are also available for medications and ancillary reports upon request.

*See Appendix*
NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-028

Sealed Proposals for Pharmacy Services as requested by the Albany County Nursing Home will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, March 1st 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com, starting by close of business (4:30 p.m.) on Thursday, February 14th 2019.

Karen A. Storm
Purchasing Agent

Dated: February 7, 2019
Albany, New York

PUBLISH ONE DAY – Thursday, February 14, 2019—THE EVANGELIST
PUBLISH ONE DAY – Thursday, February 14, 2019—THE TIMES UNION
COUNTY OF ALBANY

REQUEST FOR PROPOSALS
PHARMACY SERVICES
ALBANY COUNTY
NURSING HOME
RFP #2019-028

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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: PURPOSE

1. The County of Albany is seeking proposals for qualified firms to provide a comprehensive pharmaceutical program, including the provision and delivery of prescription and over-the-counter drugs, and professional consulting services, to the Albany County Nursing Home.

2. The Albany County Nursing home consists of a 250-bed facility located at 780 Albany-Shaker Road, Albany, NY 12211.

SECTION 2: RECEIPT OF PROPOSALS

1. Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday, March 1st, 2019, at the following address:

16 Walker Way, Albany, NY 12205 • 518.452.7795 •
Karen A. Storm  
Albany County Purchasing Agent  
112 State Street, **Room 820**  
Albany, New York 12207  

2. The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer’s qualifications, understanding of the County’s scope and objectives, methodology, and ability to complete services under the contract.

3. Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

4. Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

5. Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

6. Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

7. Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

8. Proposals will be examined and evaluated by the Albany County Nursing Home.

9. During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.
SECTION II

Qualification/Experience
SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

- ChemRx/PharMerica Pharmacy Services, LLC ("Chem Rx"), a Long Term Care pharmacy and wholly owned subsidiary of the PharMerica Corporation, provides comprehensive, patient-focused services. ChemRx/PharMerica has a long-standing relationship with the long term care industry built on over fifty plus (50) years of program development that addresses service, cost containment, and technology.

- ChemRx/PharMerica currently provides pharmacy services throughout New York State; including Albany County Nursing Home, located just 3.1 miles from the pharmacy. These services include prescription and non-prescription medication, intravenous medications, durable medical equipment items and surgical supplies. In delivering enhanced services to over a hundred long term care facilities, the leadership at ChemRx/PharMerica readily understands the complexities of the long term care industry and utilizes its professional client servicing division to learn the nuances of each account.

- Further enhancing ChemRx/PharMerica position as a leader in long term care pharmacy is our ability to maintain significant relationships at the local, regional and state levels of healthcare and pharmaceutical associations thereby gaining and providing firsthand knowledge and information of any industry or regulatory changes.

- In an ever-changing market ChemRx/PharMerica places a high priority on service, delivery and technology and provides its customers with applications and platforms allowing the care-giver more time with patient care. As a result of our proximity to the Albany County Nursing Home, we are able to quickly and efficiently turn around prescription requests allowing optimum care for patients and caregivers. ChemRx/PharMerica works directly with the facility monthly to determine what priorities the facility has as it relates to quality assurance, cost containment and delivery. ChemRx/PharMerica continues to explore means by which service, cost, and technological advances could benefit Albany County Nursing Home.

3.2 Identify your firm’s professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each works.

- Lane Sieman, Executive Vice President and Chief Operating Officer

Mr. Sieman has over 29 years of pharmacy business leadership and consultancy experience with long-term care, infusion therapy, hospital and retail pharmacies. Prior to joining Chem Rx, Mr. Sieman was the president of Intellirx LLC a health care consultancy practice working with hospitals, infusion therapy companies, long-term care organizations, pharmacies as well as startup businesses. In 2003 Mr. Sieman founded Health One, Inc., a specialty pharmacy company servicing long-term care organizations with medications, supplies and pharmacy consulting services.
with eleven locations in six states. Prior to founding Health One, Mr. Sieman held executive and senior-level management positions at both publicly traded and privately held pharmacy companies. Mr. Sieman received his undergraduate degree from Carroll University in Waukesha, Wisconsin in 1985.

- **Deborah Zucker, General Manager, ChemRx Albany**

  Debbie graduated from Rochester Institute of Technology with a Bachelor of Science in Business. She began her career at the corporate office of ChemRx in Long Beach, NY, as the Associate Director of Residential Living Services in 2006. Deborah assumed the position of General Manager of ChemRx in Albany in 2010. She is highly committed to our customers and understands your facility’s expectations as your vendor pharmacy.

- **Ryan Windelspecht, Account Executive, ChemRx Long Beach and Albany**

  Ryan received his undergraduate degree from Union College with a Bachelor of Science and Albany Law School where he received a juris doctorate. Mr. Windelspecht has over 12 years of experience working with long term care, retail and hospital pharmacies. Through his years of experience he understands the expectations of clients in the ever changing nursing home market.

- **Christopher Sovari, PHARMD, ChemRx, Albany**

  A graduate of the Albany College of Pharmacy and Health Sciences has over a decade experience as a PHARMD. He worked for three years as the Pharmacy Director for Rite Aid in Central New York. He joined the ChemRx/PharMerica pharmacy team in 2015 and provides exceptional service to our customers.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

- Ryan Windelspecht, Account Executive
- 16 Walker Way, Albany, NY 12205
- (518) 452-7795

3.4 Detail your firm’s experience with comprehensive pharmaceutical services to facilities of similar size and function.

  - Albany County Nursing Home
  - Baptist Health Nursing and Rehab
  - Campbell Hall
  - Centers For Nursing Hoosick Falls
  - Centers For Living Vermont
  - Crescent Manor Care
  - Fireman’s Home – FASNY

16 Walker Way, Albany, NY 12205 • 518.452.7795 • ChemRx
Livingston Hills Nursing and Rehab
Diamond Hill
Pine Haven Nursing and Rehab
Pines of Utica
Rosewood Rehab and Nursing
The Eleanor Nursing Center
Mohawk Valley Nursing Home
SECTION III
References
3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers

**Greene Meadows Nursing Home**
*Serviced since May 1, 2016*
161 Jefferson Heights, Catskill, NY 12414 (518) 943-9380
120 Skilled Nursing Beds
John Edwards – Administrator

**Baptist Health & Nursing Rehab**
*Serviced since October 31, 2018*
297 N. Ballston Spa Ave., Scotia, NY 12302 (518) 370-4700
262 Skilled Nursing Beds
Anthony Alotta – Administrator

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

- Due to our proximity of 3.1 miles to the Albany County Nursing facility we were able to fill the over 20k prescriptions received in 2018 with a 99.6% on time delivery.

- Along with providing world class pharmaceutical services, ChemRx/PharMerica is able to provide admission, control, and STAT and IV medication on expedited deliveries when they are requested. In 2018, the average STAT delivery time was 1 hour or less.

- ChemRx/PharMerica also meets monthly with Albany County’s leadership team to customize services to better service individuals in their care. An example of our customized service is sending all controls after one o’clock as stat orders.

- At our monthly meetings, ChemRx/PharMerica reviews cost containment solutions to maximize savings to the Albany County facility. We are able to customize our Chem Plus system to alert providers for less expensive alternative medications, in addition to being a part of our Quantity Limit program, which reduces medication costs and reduces time spent on medication returns. Further customized cost savings policies include daily emails to designated Albany County Nursing Home personnel when a medication exceeds the high cost determined by Albany County.

- Albany County Nursing Home also uses ChemRx/PharMerica’s ViewMasterRX web based program to manage admission medication costs through price forecaster, print antibiotic reports for antibiotic stewardship management and scan labels for returns to optimize return credits.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

- *ChemRx/PharMerica has complied and will continue to comply.*

- SEE ATTACHMENT C

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to
satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract
and to complete the work contemplated therein. Conditional Proposals will not be accepted.

- ChemRx/PharMerica has complied and will continue to comply.
SECTION IV
Plan Implementation
SECTION 4: SCOPE OF SERVICES

4.1 Pharmacy Services: The Proposer shall provide comprehensive, patient-care oriented pharmacy services in accordance with the provisions and requirements stated herein.

1) The Proposer will furnish, dispense and deliver pharmaceutical products, including but not limited to: routine and emergency drugs, biologicals and necessary refills directly to the Albany County Nursing Home. The proposer will describe how non-controlled drugs will be ordered and/or refilled. The proposer will specifically describe how controlled substances are ordered and delivered. The proposer shall furnish seven (7) fax machines to the facility for use during this contract.

- Albany County Nursing Home utilizes the ChemPlus electronic ordering system for ordering and refilling medication. ChemRx/PharMerica’s ChemPlus secure web-portal offers a complete suite of medication ordering capabilities. Hundreds of nursing facilities nationwide have migrated from traditional “fax-ordering” to using electronic prescribing. ChemPlus provides a medication management suite of tools allowing users at nursing stations to place initial and refill orders and control medication costs by offering formulary management at the time of ordering.

- The ChemPlus orders transmit directly to the ChemRx/PharMerica pharmacy taking the place of paper, hand written prescriptions. Once received in the pharmacy, orders are typed, filled and delivered according to the mutually agreed upon delivery schedule of Albany County Nursing Home.

- If Albany County Nursing Home chooses to transition to another software vendor, ChemRx/PharMerica is fully integrated with many platforms including being fully integrated and bidirectional with Point Click Care.

- Controlled substance orders can be requested either by a fax request or an electronic transmission. Faxed orders receive conformation at the facility. Controls may also be requested through EPCS (Electronic Prescribing Controlled Substances) with SureScripts. Once transmitted to the pharmacy, the controlled substance is filled and delivered to Albany County in a separate sealed tote.

- Census Interface – Transmits Admission, Discharge and Transfer (ADT) information from facility census management system to pharmacy systems.

- Dispense Information – Pharmacy sends back dispense information that can be used to accurately document medication administrations and treatments.

- PharMerica confirms the receipt of all orders with the requesting facility. Faxed orders receive a confirmation. For electronic orders, from multiple systems, PharMerica sends an automated acknowledgement directly back into the system, that can alert facility staff if an order was not received.

- PharMerica will provide the Albany County Nursing Home with seven (7) fax machines during this contract.
2) The Proposer shall render all products and services in accordance with applicable requirements of local, state and federal laws and regulations.

- *ChemRx/PharMerica has complied and will continue to comply.*

3) The Proposer shall label all products in accordance with local, state and federal laws, rules and regulations. All medications which cannot be crushed will have this information clearly noted on the medication label/packaging.

- *ChemRx/PharMerica has complied and will continue to comply.*

4) The Proposer shall be available to deliver medications on a seven (7) day per week, 24 hour per day basis. Standard delivery schedule shall be established on a seven (7) day per week basis, with a minimum delivery frequency of two times per day (afternoon and evening deliveries). Additional deliveries shall be provided for emergency situations as dictated by residents’ conditions. “Stat” orders shall be delivered within 2 hours of order. The proposer will detail a backup plan for the provision of pharmaceuticals in the event that a pharmaceutical is not readily available at their location. The backup plan shall include, but not be limited to: the name of an alternate pharmacy the facility may contact at its own volition to place orders for medications either (1) not available through the proposer, or (2) not delivered in a timely manner by the proposer, and the means by which medications will be delivered to the facility from the alternate pharmacy location.

- ChemRx/PharMerica is currently providing Albany County Nursing home with three deliveries per day Monday through Friday in addition to the deliveries on Saturday and Sunday.

- All STAT medication orders will be delivered within less than a two (2) hour turnaround time (in 2018, Albany County Nursing Home STATs represented 10% of all deliveries and the average delivery time was an hour or less). In the event a pharmaceutical is not readily available, a ChemRx/PharMerica pharmacist will contact a backup pharmacy. ChemRx/PharMerica contracts statewide with CVS, Walgreens, and Rite Aid.

- The six (6) back up pharmacies located closest to the Albany County Nursing Home are listed below:
  - CVS, Guilderland (24 hours)
  - CVS, Delmar (24 hours)
  - Walgreens, Guilderland
  - Walgreens, Albany
  - CVS, Clifton Park (24 hours)
  - Walgreens, Colonie

5) Proposer shall provide Unit Dose packaging for all oral solids.

- *ChemRx/PharMerica has complied and will continue to comply.*

6) Unit Dose packaging must be sent in 30 day quantities unless otherwise requested. The facility reserves the right to modify quantities at any time.
• ChemRx/PharMerica has complied and will continue to comply.

7) Proposer shall provide and maintain medication and treatment carts that are acceptable and approved by the Nursing Home at no additional cost to the County. The carts shall remain the property of the proposer and shall be returned to the proposer within sixty (60) days of the date of contract termination. The proposer shall be responsible for the cost of delivery and removal of the carts.

• ChemRx/PharMerica has complied and will continue to comply.

8) Proposer, at their own expense, shall be responsible for the ongoing required maintenance, and needed repairs, of pharmacy equipment provided. If maintenance or repairs of required equipment is due to abuse by the Facility, the Facility will absorb the expense.

• ChemRx/PharMerica has complied and will continue to comply.

9) Proposer shall provide an emergency drug kit system that shall be comprised of a Pyxis machine or an acceptable alternative. The contents of the kit shall be determined by the Nursing Home in collaboration with the vendor pharmacist.

• ChemRx/PharMerica has complied and will continue to comply.

We are currently supplying Albany County Nursing Home with a RxNow, our advanced on-site dispensing system that provides access to up to 300 highly utilized medications (including controlled substances) for first dose and emergent needs.

• ChemRx/PharMerica has complied and will continue to comply.

10) The Proposer shall provide computerized Medication Administration Records (MAR), Physician Orders and treatment records, (as customized by the Albany County Nursing Home) at no cost to the Albany County Nursing Home.

• ChemRx/PharMerica has complied and will continue to comply.

11) Proposer shall have the capability to provide an infusion therapy program including but not limited to: intravenous fluids/medication, equipment necessary for infusion and infusion pumps. Proposer shall also provide training and certification in IV therapy for Facility professional nursing staff.

• PharMerica IV nurses provide insertion services, education, and training for your staff on a timely basis. Be it on-site performing an in-service, at the bedside teaching and coaching or on the phone answering your questions. If you need immediate insertion assistance with a midline or PICC insertion, for example, help is just a phone call away.

• Training classes offered: Infusion Therapy Education Course, Basic IV Therapy, Central Line Care & Maintenance, IV Therapy Refresher Course

• Nursing staff can also, at any time, access our comprehensive IV resources site using ViewMaster, our secure customer web-portal, which provides instant access to a wealth of IV related resources, such as clinical information, equipment instructions, and links to pertinent materials and forms.
12) Proposer shall provide a minimum of one (1) New York State-licensed Pharmacist to be available for telephone consultations seven (7) days a week, 24 hours per day.

- *ChemRx/PharMerica has complied and will continue to comply.*

13) Proposer shall provide adverse reaction / allergy alert information. Prior to dispensing new orders of drugs to a resident, the Proposer shall review and monitor the resident’s current drug regimen. Such drug therapy monitoring shall include, but not necessarily be limited to: potential interactions; allergies; contraindications; dosage irregularities; duplicate therapy; interferences; incompatibilities; unnecessary drugs; excessive doses; excessive lengths of therapy; absence of diagnosis or reason for the drug; and other irregularities.

- Maintaining computerized patient profiles for residents is a standard protocol for ChemRx/PharMerica as it monitors all patient specific prescription orders for accuracy and appropriateness prior to dispensing. Prompt notification to the facility and respective physician is accomplished regarding medication related alerts affecting patient safety. Physicians will be alerted by phone, facsimile, and/or email of any drug-to-drug, or drug-to-allergy interactions as well as other urgent medical related matter.

14) The Proposer will describe their Quality Assurance program including but not limited to: tracking of recalled medications, means of avoiding any errors in dispensing, shipping and delivery of medications, as well as provision of corrective action(s) to the facility in the event of an error.

- ChemRx/PharMerica implements policies and procedures designed to fill prescriptions accurately and expeditiously. ChemRx/PharMerica DocuTrack technology streamlines the order process and shortens the turnaround time for your facility. To assure the continued provision of the highest possible level of care and services, ChemRx/PharMerica’s Quality Assurance/Control is maintained in the pharmacy through our software system. Each prescription is scanned for accuracy and therapeutic efficacy by the pharmacist as well as the internal programs in the pharmacy software. Each completed order passes through two quality control stations and is reviewed by two licensed pharmacists for quality assurance, accuracy and labeling. Medications are matched and verified by using barcode technology as well as a “drug identifier” software program for multi-source medications. ChemRx/PharMerica keep all medications in stock and offers multiple daily deliveries 365 days per year and access to a pharmacist on a 24 hour basis.

- We have several quality-assurance controls on medication packaging and barcodes to guarantee accurate dispensing.
  - Heat sealed reclaimable packaging for ease of return processing.
  - Packaging conforms to United States Pharmacopeia Class B standards for light and environmental sensitivity.
  - Barcode scanning to verify accuracy of medications during prepack and filling by pharmacy technicians.
• We believe ChemRx/PharMerica is the only institutional pharmacy with three levels of pharmacist verification.
  o Pharmacist Review 1: Pharmacist review for drug-drug interactions, allergies and other indications after initial order is received and entered into the pharmacy system.
  o Pharmacist Review 2: Pharmacist reviews medication dispensed and barcode match before orders are placed in the delivery tote.
  o Pharmacist Review 3: As an additional quality check the originally received order is double checked against the dispensed medications.

• ChemRx/PharMerica uses scanning technology throughout our pharmacies to track all stages of order processing. ViewMaster is PharMerica’s order tracking system that connects customers to their pharmacy. This system allows customers to monitor the status of medication orders through easy to follow dashboards that dynamically update each order’s status. This system is also used to report pharmacy performance including these key metrics:
  o Order accuracy.
  o On-time orders and deliveries.
  o Return, credit, and destructions.

15) The Proposer shall not dispense medications which have passed the expiration date, and shall ensure that the expiration date for all medications shall not be reached before the resident is scheduled to consume the entire quantity dispensed.

• ChemRx/PharMerica will not dispense medications which have passed the expiration date, and shall ensure that the expiration date for all medications shall not be reached before the resident is scheduled to consume the entire quantity dispensed.

16) In the event of a drug recall, it will be the responsibility of the Proposer to determine all residents who may be affected. Appropriate substitution must be provided. Please list your drug recall process.

• ChemRx/PharMerica strive to ensure the safety and efficacy of medications administered to the patient by alerting the facility of any manufacturer recall or recall by the Food and Drug Administration (FDA). While maintaining a record of all medications dispensed to the facility, ChemRx/PharMerica can alert the facility and clinical team of drug recalls. ChemRx/PharMerica would replace, if necessary, recalled product with a new unaffected medication supply. If a replacement supply is unavailable, alternate therapies shall be discussed and evaluated by the prescriber, nurse and pharmacist.

17) Except where prohibited by law, the Proposer shall accept returns of unused medications from the Nursing Home, and shall properly credit the facility for such returns. The proposer will provide the means of how the facility will be alerted to such credit.

• ChemRX/PharMerica offers online options for returns and destructions—making it easy to track and control medication with barcodes on each package. This is a feature of our ViewMaster.
secure customer web portal. PharMerica associates will assist in the destructions of unused medications.

- It is the policy of ChemRx/PharMerica to properly issue 100% credit for those medications billed to the facility that are no longer in use. A report detailing dollar amount of credit given for each order returned is available to the facility each month.
- Our policy is to process the return for credit no later than two weeks from the date of the return, and any credit due will be immediately applied to the next month’s invoice.
- ChemRx/PharMerica will issue credit for returned medication in the following cases:
  - When the return of medications is allowed by state law.
  - When your facility was the payer for the medication.
  - When a private pay resident was the payer for the medication.
  - For full cards and forms of packaging (e.g. inhalers, tubes, etc.) only when refused at time of delivery, including controlled substances (no restock fee applied.)
  - For full cards only from a multiple card dispense (e.g. a 90 quantity dispensed where two out of three cards dispensed remain unused.)
  - Partial cards in a recoverable Unit Dose packaging such as “foil-back cards”, where medications have medication description, NDC, lot number, and expiration printed on each individual Unit Dose.

18) In the event of changes in frequency of medication administration, the Proposer will provide label changes and/or alerts.

- ChemRx/PharMerica has complied and will continue to comply.

19) The Proposer shall be responsible for all third party billing for Medicaid, private pay and private insurance as an independent provider of products for which reimbursement is available.

- ChemRx/PharMerica has complied and will continue to comply.

20) The Proposer will fully participate in all of the Medicare Part D programs. All applicable drugs will be billed directly to the Medicare D program by the awarded proposer. The proposer will fully describe their Medicare D program in regard to prior approval and drugs not included in a provider’s formulary.

- PharMerica’s RxAllow process maximizes Med D prescription coverage while minimizing denials. We deliver daily or weekly action reports that show updated status on non-covered claims, along with any required action from the facility.
- ChemRx/PharMerica currently alerts the facility that the medication is not covered or requires a Prior Authorization (PA), and has protocol set up to send a limited days supply.
- If there is an insurance suggested alternative available, a form is faxed to both the physician and facility with the alternatives listed.
- Once the physician approves the medication change, the original order is discontinued and the new order is entered for the next fill.
• If there is no insurance suggested alternative available, a Prior Authorization form is sent to the physician for completion of the clinical portion of the form and the authorizing signature (physician or agent of the physician) minimizing involvement at the facility level.

21) The Proposer shall directly bill and collect payments from private pay residents and their insurances.
• ChemRx/PharMerica maintains a separate billing department that focuses on all third party billing, effectively integrating with Medicaid, Medicare, and Private insurance plans.
• Private Pay Residents: ChemRx/PharMerica will bill private pay residents and their insurances directly. For services not covered under private insurance maintained by a resident, ChemRx/PharMerica will bill resident directly at ChemRx/PharMerica’s usual and customary rates.

22) The Proposer shall directly bill Medicaid for pass-through drugs.
• Medicaid: If a resident has valid coverage under state Medicaid, ChemRx/PharMerica will bill Medicaid directly for all services provided to the resident for which ChemRx/PharMerica may be reimbursed directly by Medicaid. If a resident’s coverage is “pending” under Medicaid, ChemRx/PharMerica will hold charges for a period of one year. If Medicaid coverage is subsequent obtained for such resident within the State’s applicable period of retroactive approval, then ChemRx/PharMerica will bill Medicaid directly.

23) The Proposer shall develop and implement a Cost Containment Program to review, analyze and cost effectively manage the Nursing Home’s prescription drug use, while continuing to meet the needs of the facility residents. The Cost Containment Program shall include, at a minimum the following:
• Analysis of current trends in overall drug costs as well as individual therapeutic categories,
• A systematic program for the identification of areas of cost concern and specific programs for cost reductions,
• Integration of a pharmacy consultant with Contractor’s pharmacy service program and Nursing Home to facilitate cost reductions.
• Review and analysis of prescribed medications to ensure that drugs dispensed represent the lowest cost alternatives available, including substitution of lower cost generic medications. The Pharmacy shall also advise the Facility and the attending physician of the availability of equivalent drugs that may be more cost effective.
• The proposer will describe their cost containment program.
• The proposer shall work with the facility and the facility Medical Director to establish a formulary.

• ChemRx/PharMerica has complied and will continue to comply.

• ChemRx/PharMerica identifies savings opportunities for Albany County Nursing Home, which are reviewed monthly with Albany County management. ChemRx/PharMerica further empowers Albany County with a suite of powerful and easy to use tools that drive cost savings in medication spend and recovery of Part D non-covered charges. With the Cost Containment Suite, PharMerica uses a variety of tools and services to help maintain and reduce pharmacy costs, for both the Medicare Part A and Medicare Part D resident populations.
• ViewMaster is an on-line pharmacy management system that is easy to use, secure, providing users on demand access to pharmacy information and services. Users can access medication costs in real-time, allowing them to evaluate high cost medications for less expensive alterna-
tives. ViewMaster our order tracking system, connects customers to their pharmacy in real-time and allows customers to monitor the status of medication orders through easy to follow dashboards that dynamically update each order’s status. In addition to Viewmaster, our Chem Plus system offers a built in medication formulary system.

- RxAllow is a proprietary service for achieving approval of previously denied Medicare Part D prescriptions offered exclusively to preferred clients. Fast, systematic identification of Part D prescription denials followed by the timely, proactive intervention of the PharMerica clinical support team to achieve therapeutic interchanges in collaboration with nursing staff and physicians. PharMerica delivers a recapture rate of over 66% on previously denied claims.

- ChemRx/PharMerica has complied and will continue to comply.

24) The Proposer shall establish and maintain drug profiles for each resident, to be accessible by Nursing Home via a live, Internet-accessible database. Resident information to be maintained shall include, but not be limited to: current and past Physician orders, order history, drug allergies and reference information for each medication. System shall include effective security controls to protect privacy of residents’ information and to maintain accessibility to records in compliance with all HIPAA requirements. The proposer will list any other automated systems that will facilitate the Pharmaceutical and clinical process of the facility.

- ChemPlus Computerized Order Entry System

- The technology department at ChemRx/PharMerica has developed a cutting-edge computerized order entry system available free of charge. The ChemPlus program is designed to simplify the ordering process, save nursing time, reduce transcription errors and significantly reduce costs through proactive formulary management.

- ChemRx/PharMerica interfaces with the following EMR systems and offers financial discount of .25 cents per occupied bed per day on your bill towards the cost of the EMR system for the length of the contract:

1. Surescripts
2. Point Click Care
3. Sigmacare
4. Optimus
5. Matrix Care
6. HCIS
7. MDS/Achieve
8. NTT Data
9. Sequest
10. American Data
11. AHT
12. ADD
13. AHC
25) The proposer will describe their means of providing out of stock medications from an alternative source.

- In the unlikely event that a medication temporarily becomes out of stock in the pharmacy, the pharmacy will contact the facility to discuss when the medication will be available. If the medication will not be available for resident needs, the pharmacy will utilize our extensive back up pharmacy network to obtain a temporary supply until the pharmacy is able to complete the dispensing of the medication.

- If a medication ordered is on the FDA “manufacturer back order” list, the pharmacy will contact the facility and work with the physician on changing the order to a medication that is clinically equivalent and available.

26) The contractor will describe their billing and invoice process. The contractor will provide a standard billing invoice and any associated summaries.

- PharMerica is able to provide resident-specific utilization in an electronic format, including each patient’s assigned medical record number, date of service, description of Rx or OTC drug as well as the cost and quantity for services that are billed to your facility. This includes those covered by Medicare Part A and managed care plans. We can accommodate this through the “Download Billing File” feature in ViewMaster, PharMerica’s premier on-demand pharmacy management tool, by creating the file to import into your system. The template we provide is customized for each customer.

- PharMerica provides its customers with an Online Billing System. You can download an electronic version, which you can save and export to several formats (PDF etc.) and applications (Microsoft Excel, etc.)

- The monthly statement allows you to:
  - View the status of all open invoices.
  - View the details of new charges and credits added during the statement period.
  - Document approvals of non-covered medication.
  - Identify residents using your facility code number.

27) Proposer shall describe their transition process.

- As the incumbent pharmacy, no transition will be necessary.

28) Proposer shall describe how their pharmacy services support the long term care industry.

- Servicing over thirty-five thousand (35,000) beds in the state of New York, ChemRx/PharMerica is a multidimensional continuing care pharmacy provider assuring the lowest cost and provision of the highest quality of service to its contracted entities. ChemRx/PharMerica’s philosophy is a firm belief in customization and focus designed around the client’s and facilities’ specific needs.

- ChemRx/PharMerica – Albany division offers stability and technological advances of a large company with the service and responsiveness that is expected from a locally “family” run phar-
macy. As technology plays an important role in enhancing service to the Nursing Home population, ChemRx/PharMerica has over the years upgraded its technology capacity utilizing web-based applications and platforms.

- Specific to long-term care and skilled nursing facility entities ChemRx/PharMerica has focused on enhancing services by providing the following:
  - ChemPlus Program – computerized order profile system
  - Viewmaster– variety of on demand reports, including tracking delivery of medication
  - Drug Price Calculator – cost of medication for potential new admissions
- ChemRx/PharMerica client service team of account representative consists of pharmacists and nurses that have vast experience and clinical leadership position in the nursing home arena, this client servicing division is a mainstay of operations. By being proactive, the client-servicing division focuses on the following meaningful interactions:
  - Quality Assurance Participation
  - Maximizing Third Party Billing and Part D Review
  - Drug Utilization and Formulary Management
  - Cost Containment Strategies
  - Regulatory Compliance and Update

29) Provide a list of all skilled nursing facilities serviced by your pharmacy.

Albany County Nursing Home

Baptist Health Nursing and Rehab

Campbell Hall

Centers For Nursing Hoosick Falls

Centers for Living Vermont

Crescent Manor Care

Fireman’s Home – FASNY

Livingston Hills Nursing and Rehab

Diamond Hill

Pine-Haven Nursing and Rehab

Pines of Utica

Rosewood Rehab and Nursing
The Eleanor Nursing Center

Mohawk Valley Nursing Home

30) Proposer must be able to provide a formula for Total Parenteral Nutrition (TPN). Please describe your current demonstrated abilities.

- The order for the TPN would be faxed to the pharmacy and reviewed by a pharmacist. If there are any questions, the provider would be contacted for clarification. The TPN would then be prepared and compounded in the IV room and delivered to Albany County Nursing Home.

31) The facility electronic medical record (EMR) provider is PointClickCare (PCC). The proposer must be able to integrate and interface with PCC for integrated medication management including, but not limited to: eMAR/eTAR, physician’s orders and medication ordering.

- ChemRx/PharMerica is fully integrated and interfaced with the bidirectional PointClickCare system.

4.2 Reporting Requirements

1. The proposer shall provide monthly reports to include, at a minimum, the following:

- Usage reports by resident.
- Usage report for each medication in total.
- Usage by drug category
- Variation from PDP formulary
- Brand name substitution and reason for substitution
- Usage reports by physician
- Usage reports by medication cost

- ChemRx/PharMerica has complied and will continue to comply.

2. In the proposal, the Proposer must list and provide samples of any other reports which are available.

Please See APPENDIX

3. The Proposer shall create and provide special reports as requested by the Nursing Home and have the ability to provide such reports electronically.

- ChemRx/PharMerica has complied and will continue to comply.

Please See APPENDIX
4. Proposers shall provide examples of all reports/documentation regarding cost containment reports.

- *ChemRx/PharMerica has complied and will continue to comply.*

*Please See APPENDIX*

5. The proposer must meet on a monthly basis with designated facility staff.

- *ChemRx/PharMerica has complied and will continue to comply.*

4.3 Additional Information: census breakdown for the facility including the number of beds or percent of beds for the following:

- Medicare Part A/Managed Care 5.75%
- Dual eligible (Medicare D/Medicaid) 75.22%
- Medicaid only 5.31%
- Third Party/Private Pay 13.71%
SECTION V
Cost Proposal
SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be three (3) years.

5.2 At the end of the initial three (3) year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year, 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.

5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.
**SECTION IV:**

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

**SECTION V:**

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

**SECTION VI:**

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

**SECTION 8: PROPOSAL EVALUATION**

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Nursing Home. Proposals shall be evaluated based upon the following:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior experience in providing pharmacy services for facilities of similar size and type and requiring similar delivery frequency and response time</td>
<td>10%</td>
</tr>
<tr>
<td>Proposed costs for pharmaceuticals and pharmaceutical services</td>
<td>25%</td>
</tr>
<tr>
<td>Ability to participate in facility requested activities including, but not limited to: formulary development, committee participation, in-service education, med pass training, quality assurance review, etc.</td>
<td>10%</td>
</tr>
<tr>
<td>Quality and comprehensiveness of all aspects of proposed plan for providing pharmacy services, including but not limited to: dispensing and delivery of pharmaceuticals, medication/treatment carts, third party and Medicaid billing services, Medicare Part D program participation, programs for cost containment, electronic access (by facility) to records, reporting services offered with type and scope of Reports</td>
<td>20%</td>
</tr>
</tbody>
</table>
identified, internal QA program

| Quality and comprehensiveness of all aspects of consulting services including credentials and experience of pharmacists and other consultants | 10% |
| Assessment of "value added" services included in proposal | 5% |
| Proposer’s demonstrated capabilities and professional qualifications, including but not limited to: evaluation of employees’ qualifications, firm’s financial solvency, length of time in business | 10% |
| Client References | 5% |
| Location, i.e., proposer’s geographical proximity to facility | 5% |

1. Proposals will be examined and evaluated by the Albany County Nursing Home with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

2. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

**SECTION 9: NOT IN USE**

**SECTION 10: ALTERNATIVES**

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.
SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

1. All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

   Karen A. Storm
   Albany County Purchasing Agent
   112 State Street, Room 820
   Albany, NY 12207
   Telephone: (518) 447-7140
   Facsimile: (518) 447-5588
   Email: Karen.storm@albanycountyny.gov

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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

3. Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

2. If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

3. Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

1. The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker’s Compensation and Employer’s 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 of insurance 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 or comprehensive all-risk insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(d) **Professional Medical Malpractice Insurance**: A policy or policies with limit of not less than $1,000,000.

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 insured on all liability, professional medical malpractice... Proposal number must appear on insurance certificate.

   (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.

3. No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of insurance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

**SECTION 16: REMEDY FOR BREACH**
16.1 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 17: CASH DISCOUNT

1. Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

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 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

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 re-
serves 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.

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.

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.

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 20: PRIVACY OF PERSONAL HEALTH INFORMATION

1. In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBRID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.
2. OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR’s compliance with this Article.

3. TERMINATION
a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

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/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.

2. In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer 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.

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

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

1. It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of ser-
ervices from the resulting contract award.

2. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

3. All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.

4. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

5. Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.

6. The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor’s proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 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 25: IRANIAN ENERGY SECTOR DIVESTMENT

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.

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.

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.

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.
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Pharmacy Services RFP Number: 2019-028

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Proposer proposes and agrees, if this Proposal 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 Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County’s Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

   (a) Proposer 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 acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

   (b) Proposer 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 Proposer deems necessary;
(c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer 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 Proposal:

   (a) Non-Collusive Bidding Certificate (Attachment “A”)

   (b) Acknowledgment by Bidder (Attachment “B”)

   (c) Vendor Responsibility Questionnaire (Attachment “C”)

   (d) Iranian Energy Divestment Certification (Attachment “D”)

7. Communication concerning this Proposal shall be addressed to:

   Ryan Windelspecht

   16 Walker Way

   Albany, NY 12205

   Phone: 518-452-7795

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
## COUNTY OF ALBANY
### COST PROPOSAL FORM

**PROPOSAL IDENTIFICATION:**
Title: Pharmacy Services RFP  
Number: 2019-028

<table>
<thead>
<tr>
<th>SERVICE/Therapy</th>
<th>Provider Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand Medications billed to Facility and Generic Medications without WAC pricing billed to Facility</td>
<td>AWP - 25%</td>
</tr>
<tr>
<td>Generic Medications with AWP/CMS pricing billed to Facility</td>
<td>AWP - 82%</td>
</tr>
<tr>
<td>Single source and multi-source Generic Medication Payment Terms</td>
<td>AWP - 82%</td>
</tr>
<tr>
<td>Prompt Payment Discount</td>
<td>3% / 30 Days</td>
</tr>
<tr>
<td>All IV Medications</td>
<td>Brand AWP- 25%, Generic AWP- 50%</td>
</tr>
<tr>
<td>IV Hydration</td>
<td>$12.00 all volumes</td>
</tr>
<tr>
<td>Flu Vaccine</td>
<td>AWP (discount per season may vary)</td>
</tr>
<tr>
<td>TPN</td>
<td>1 liter- $105, 2 liters- $115, 3 liters- $130</td>
</tr>
<tr>
<td>IV Per Diem Rate</td>
<td>No Charge</td>
</tr>
<tr>
<td>Additional IV Supplies (not included in IV per diem rate)</td>
<td>AWP + 10%</td>
</tr>
<tr>
<td>IV Pump Rentals</td>
<td>$5.00/Day</td>
</tr>
<tr>
<td>IV Clinician Visit</td>
<td>Agency Cost + 20%</td>
</tr>
<tr>
<td>Nursing IV Certification Classes (only provided if Facility received fully-mixed medications from pharmacy)</td>
<td>3 Programs annually at no cost additional programs $75/person</td>
</tr>
<tr>
<td>Returns</td>
<td>100% credit</td>
</tr>
<tr>
<td>EMR Discount</td>
<td>25¢ / occupied bed/day</td>
</tr>
</tbody>
</table>

Please enter the cost charged to the facility for each of the items listed above. Prices shall be based on a discount from AWP pricing.
COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Pharmacy Services
RFP Number: 2019-028

COMPANY:
ChemRxPharmacy Services LLC DBA Pharmerica

ADDRESS:
16 Walker Way

CITY, STATE, ZIP:
Albany, NY, 12205

TEL. NO.:
518-452-7795

FAX NO.:
518-452-4494

FEDERAL TAX ID NO.:
27-3494141

REPRESENTATIVE:
Ryan Windelspecht

SIGNATURE AND TITLE:
Account Executive

DATE:
03/01/2019
SECTION VI
Mandatory Documentation
ATTACHMENT “A”

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

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

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

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

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

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

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

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

Signature

ACCOUNT EXECUTIVE

Title

2/26/19

Date

ChemRx LLC DBA PharmaRx

Company Name
ATTACHMENT “B”
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF New York )
COUNTY OF Albany ) SS:

On this 26th day of February, 2019 before me personally appeared
Ryan WinderSpecht to me known and known to me to be the same person(s) described in and
who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

JOSEPH M THRAILKILL
Notary Public - State of New York
No. 01THS377422
Qualified in Saratoga County
My Commission Expires July 02, 2022

Notary Public, State of New York
Qualified in Saratoga
Commission Expires 07/02/2022

If Corporation:

STATE OF )
COUNTY OF ) SS:

On this __ day of __, 20__, before me personally appeared
_____________________________ to me known, who, being by me sworn, did say that he resides at (give
address) ______________________________; that he is the (give title)
_____________________________________________ of the (name of corporation)
_____________________________________________, the corporation described in and which executed the above
instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal;
that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

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

If Partnership:

STATE OF )
COUNTY OF ) SS:

On the __ day of __, 20__, before me personally came __________________________
______________________________________, to me known to be the individual who executed the foregoing, and who, being duly sworn,
did depose and say that he / she is a partner of the firm of __________________________________ and that he / she has
the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of __________________________
Qualified in __________________________
Commission Expires __________________________
ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   □ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME
   ChemRx Pharmacy Services LLC, dba PharMerica
   18 Walker Way, Albany, NY 12205

3. IDENTIFICATION NUMBERS
   a) FEIN # 27-3484141
   b) DUNS #

4. DBA - Doing Business As (if applicable) & COUNTY FIELD:
   dba PharMerica
   18 Walker Way, Albany, NY 12205

5. WEBSITE ADDRESS (if applicable)
   www.pharmerica.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   1901 Campus Place, Louisville, KY 40299

7. TELEPHONE NUMBER
   502-627-7100
   518-452-7795

8. FAX NUMBER
   855-217-7498
   518-452-4494

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   IN NEW YORK STATE, IF DIFFERENT FROM ABOVE
   16 Walker Way, Albany, NY 12205

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE
   Name  Deborah Zucker
   Title  Pharmacy Director
   Telephone Number  518-452-7795
   Fax Number  518-452-4494
   e-mail  Deborah.Zucker@PharMerica.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS:

   a) NAME  TITLE
   b) NAME  TITLE
   c) NAME  TITLE
   d) NAME  TITLE

   A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR DBA OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business names or numbers in use. Explain the relationship to the vendor.
   □ Yes  ✔ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO HAVE SERVED OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   □ Yes  ✔ No

   a) An elected or appointed public official or officer?
      List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

   b) An officer of any political party organization in Albany County, whether paid or unpaid?
      List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.
   □ Yes  ✔ No
16. **Within the past (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholders (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate or any person involved in the bidding or contracting process:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) 1. Been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. Been disqualified for cause as a bidder on any permit, license, concession, franchise or lease; 3. Entered into an agreement to a voluntary exclusion from bidding/contracting; 4. Had a bid rejected on an Albany County contract for failure to comply with the MakeBid Fair Employment Principles; 5. Had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. Had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility, or 9. Had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: Federal, state or local health laws, rules or regulations</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

17. **In the past three (3) years, has the vendor or its affiliates had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, fine or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

18. **During the past three (3) years, has the vendor failed to:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) File 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.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>b) File 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.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>c) Property Tax: Indicate the years the vendor failed to file.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

19. **Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been dismissed, remain pending or have been closed. If closed, provide the date closed.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

20. **Is the vendor currently insolvent or does the vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?** Provide financial information to support the vendor’s current position, for example, Current Ratios, Debt Ratios, Age of Averages Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been dismissed, remain pending or have been closed. If closed, provide the date closed.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

State of: New York
County of: Albany

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Address

City, State, Zip

Signature of Owner

Printed Name of Signatory

Title

Deborah Zucker

Pharmacy Director

 JOSEPH M. THRAILKILL
Notary Public - State of New York
No. 01TH6377422
Qualified in Saratoga County
My Commission Expires July 02, 2022

Printed Name

Deborah Zucker

Signature

2/26/19

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

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

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

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

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

[Signature]

[Account Executive]

[Title]

[Date]

[Company Name]

[DBA]

[Pharmacia]
County of Albany

Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

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

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

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

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

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

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

The subcontracting participation goals for County public procurements are:

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

The workforce goals for County public procurements are as follows:

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

• CONTRACTOR'S RESPONSIBILITIES
The Contractor's responsibilities include, but are not limited to, the following. The Contractor must:

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

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE
The Schedule of MBE/WBE and Labor Performance must detail:

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

• COMPLIANCE
Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority/female labor hours and payments made to MBE and WBE firms.
• WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE
Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved must request a waiver within fifteen (15) days of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does not guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor’s good faith effort.

• MBE/WBE RESPONSIBILITIES
Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

SANCTIONS

SC-19.5.1

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

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

STANDARDS

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

A Woman Business Enterprise (WBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

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

Minority: A person who is a member of one or more of the following groups:

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

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For assistance or additional information, contact:

County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586
County Of Albany

Criteria for Establishing Good Faith Effort

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

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?

2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?

3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?

4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?

5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?

6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?

7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?

8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?

9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?

10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor’s business and to other subcontractors of the contractor?

11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?
March 7, 2019

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

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests authorization to purchase televisions and universal wall mounts for the Albany County Nursing Home’s renovation and new construction project.

We will be utilizing GovConnection for the purchase of this equipment. GovConnection is under State Contract #R160202 and has been approved by the Albany County Procurement Department.

These televisions will be utilized in resident rooms and common areas throughout the nursing home. The total cost of this purchase is $177,258.00. This purchase is part of our renovation and new construction project budget and will be submitted as a Capital Purchase to the New York State Department of Health for reimbursement.

We respectfully request approval to use GovConnection for this purchase. Thank you for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Televisions and Wall Brackets for ACNH from GovConnection

Date: March 7, 2019
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep: Larry I. Slatky
Attending Meeting: Larry I. Slatky

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☒ Other: (state if not listed) **Purchase of televisions and wall brackets for nursing home project**

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment  ☒ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
GovConnection
732 Milford Road
Merrimack, New Hampshire 03054

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $177,258.00
Scope of Services:
To deliver televisions and wall brackets to the Albany County Nursing Home

Bond Res. No.: 14-445
Date of Adoption: 11/10/2014

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
File #: TMP-0713, Version: 1

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

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

Appropriation Account and Line: HNN4
Appropriation Amount: $177,258.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) May 1, 2019 through June 30, 2020
Length of Contract: 30 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: N/A
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
Albany County Nursing Home is being renovated and as part of this renovation project will be installing televisions into resident rooms and common areas, which is part of and anticipated in this project.
June 16, 2016

Mr. Robert Marconi  
Vice President SLED Sales  
GovConnection, Inc.  
732 Milford Road  
Merrimack, New Hampshire  03054  

Re: Award of Contract# R160202

Dear Mr. Marconi:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on June 14, 2016, National IPA-TCPN is pleased to announce that GovConnection, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-02) submitted on May 9, 2016:

<table>
<thead>
<tr>
<th>Commodity/Service</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology &amp; Interactive Whiteboard Solutions Products and Services</td>
<td>GovConnection, Inc.</td>
</tr>
</tbody>
</table>

This contract award supersedes and replaces your current # R5110 and will be effective August 1, 2016 and will expire on July 31, 2019. As indicated above, your Contract # is R160202. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA-TCPN and GovConnection, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell

Deborah Bushnell, CTSBO  
Contract Manager

225 Meridian Blvd, Suite 300  
Franklin, TN  37067
November 19, 2018

Mr. Robert Marconi
Vice President SLED Sales
GovConnection, Inc.
mmarconi@govconnection.com
732 Milford Road
Merrimack, NH 03054

Re: Renewal Award of Contract #R160202

Dear Mr. Marconi:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 23, 2018, National IPA is pleased to announce that GovConnection, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 9, 2016, and subsequent performance thereafter:

**Contract**

Technology & Interactive Whiteboard Solutions Products and Services

The contract will expire on July 31, 2021, completing the fifth year of a five-year term contract. If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Deborah Bushnell, at (713) 554-7348 or Deborah.bushnell@nationalipa.com.

The partnership between GovConnection, Inc. and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

[Signature]

Robert Zingelmann
Chief Financial Officer
To: Deborah Bushnell
From: Jason Wickel
Date: June 16, 2016
Subject: Approval of Contract Awards

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on Tuesday, June 14, 2016 the following contracts were approved as presented:

- Technology and Interactive Whiteboard Solutions Products and Services
  - CDW Government LLC
  - GovConnection, Inc.
  - HP Inc.
  - Office Depot, Inc.
  - PCM, Inc. dba PCM Gov, Inc.

All contracts shall commence on August 1, 2016. If you have any questions, please contact me.

[Signature]
Region 4 Education Service Center
Purchasing Cooperative Coordinator
To: Board of Directors
From: Robert Zingelmann
Date: June 2, 2016
Subject: Recommendation of Contract Award

Region 4 ESC/TCPN held a bid opening on May 9, 2016 for RFP # 16-02 for **Technology and Interactive Whiteboard Solutions Products and Services**. There were forty two (42) proposals submitted:

- 806 Technologies, Inc.
- Adorama Inc.
- Ardham Technologies, Inc.
- Audio Visual Innovations, Inc.
- Avid Systems, LLC
- Best Buy For Business
- Boxlight Incorporated
- Camcor, Inc.
- CDW Government LLC
- Chip Enterprises Inc.
- Clearwing Systems Integration
- Commercial Sales & Service, Inc.
- Educational Business Services
- ELC US Inc.
- For Your Student, Inc. dba Eduporium
- Gaggle.Net, Inc.
- GovConnection, Inc.
- HATCH, Inc.
- HP Inc.
- Intelligent Technology Solutions
- JTS
- LD Products, Inc.
- Library Video Company dba SAFARI
- Montage
- LyncVerse Technologies
- M&A Technology
- MNJ Technologies Direct, Inc.
- NeedTheese (a DBA of Creative Industries & Technology, LLC)
- Newline Interactive Inc.
- Noslar T.I., Inc.
- Office Depot, Inc.
- On Point Tech
- PCMG, Inc. dba PCM Gov, Inc.
- Piraino Consulting, Inc.
- ProComputing Corporation
- Promethean, Inc.
- Sideline Power, LLC
- Southern Science Supply
- Synnex Corporation
- Team 1st Technologies LLC
- Troxell Communications, Inc.
- Turning Technologies, LLC
- WP Technologies dba wePresent

After careful review of all proposals, the Evaluation Team has determined that five (5) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

**CONSIDERATION**

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.
RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Vendor</th>
<th>Term of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology and Interactive Whiteboard Solutions Products and Services</td>
<td>CDW Government LLC</td>
<td>Three (3) years with option of</td>
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<tr>
<td></td>
<td>GovConnection, Inc.</td>
<td>two (2) one year renewals</td>
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<td></td>
<td>HP Inc.</td>
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<td></td>
<td>Office Depot, Inc.</td>
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<tr>
<td></td>
<td>PCMG, Inc. dba PCM Gov, Inc.</td>
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</tbody>
</table>

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary
To: Robert Zingelmann  
Region 4 ESC

From: Jason Wickel  
Cooperative Purchasing Coordinator

Date: May 27, 2016

Re: Technology and Interactive Whiteboard Solutions, Products and Service; RFP # 16-02

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- CDW Government
- GovConnection, Inc.
- HP Inc.
- Office Depot, Inc.
- PCMG, Inc. dba PCM Gov, Inc.

The recommended Suppliers submitted offers that were determined to be most advantageous to The Cooperative Purchasing Network (TCPN) members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

The above suppliers are recommended for award based on a proposal with extremely competitive pricing and each offered the most comprehensive offering of products and services in line with the scope of work. Additionally, each one offers the best national coverage. We will monitor their performance and determine at the end of 3-year contract term if they are eligible for renewal as stated in the general terms and conditions.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of TCPN members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.
March 13, 2019

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

Dear Chairman Joyce:

As part of the Countywide Shared Service Initiative the County of Albany and municipalities throughout the County are working with the New York Power Authority (NYP A) to purchase their streetlight and install LED lighting. The first step in this process is to enter into an Energy Services Program Master Cost Recovery Agreement (MCRA) with NYP A. Public Authorities Law §1005(17) permits the Authority, as deemed feasible and advisable by its Trustees, to finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity. The MCRA outlines NYP A’s general terms and conditions and allows the County to do work with NYP A on energy efficiency related projects. Following the receipt of a final purchase price from National Grid, we will request authorization to proceed with the project. Based on projected costs, the purchase and upgrade will result in annual cost savings of $40,560.12 and the project will have a simple payback of 3.53 years.

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

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
    Honorable Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to Execute a Master Cost Recovery Agreement with the New York Power Authority

Date: 3/7/2019
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep. Lucas Rogers
Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
New York Power Authority
30 South Pearl Street
Albany, NY 12207 Authority

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: N/A
Scope of Services:
municipal Streetlight purchase and upgrade

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☐ No ☒
<table>
<thead>
<tr>
<th><strong>Anticipated in Current Budget:</strong></th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>County Budget Accounts:</strong></td>
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<td><strong>Revenue Account and Line:</strong></td>
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<td><strong>Revenue Amount:</strong></td>
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<td><strong>Appropriation Account and Line:</strong></td>
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<td><strong>Appropriation Amount:</strong></td>
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<tr>
<td><strong>Source of Funding - (Percentages)</strong></td>
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<td><strong>Federal:</strong></td>
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<td><strong>State:</strong></td>
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<td><strong>County:</strong></td>
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<tr>
<td><strong>Local:</strong></td>
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</table>

**Term**

- **Term:** (Start and end date) April 15, 2019 - April 14, 2024
- **Length of Contract:** 5 years

**Impact on Pending Litigation**

- Yes ☐ No ☐

**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)

As part of the Countywide Shared Service Initiative the County of Albany and municipalities throughout the County are working with the New York Power Authority (NYPA) to purchase their streetlight and install LED lighting. The first step in this process is to enter into an Energy Services Program Master Cost Recovery Agreement (MCRA) with NYPA. The MCRA outlines NYPA's terms and conditions and allows the County to do work with NYPA on energy efficiency related projects. Following the receipt of a final purchase price from National Grid, we will request authorization to proceed with the project. Based on projected costs, the purchase and upgrade will result in annual cost savings of $40,560.12 and the project will have a simple payback of 3.53 years.
Switch on Smart Savings With Help From NYPA

The New York Power Authority's (NYPA) Smart Street Lighting NY offers communities across New York State a clear and easy path to convert existing streetlight systems to energy efficient LED lighting. LED technology lasts longer, provides better quality light, and lowers costs for energy and maintenance.

Smart Street Lighting NY has an ambitious goal of converting at least 500,000 street lights across the state to LED technology by 2025. This will lower energy use, save taxpayer dollars, reduce greenhouse gas emissions and improve community safety.

Key Benefits

Savings – LED technology uses less than half the energy of older fixtures. Converting to LED saves money on monthly utility bills and reduces maintenance costs.

Independence – Municipal ownership of street lighting systems offers communities more control over lighting levels and design.

Smart City Technology – Smart features can provide accurate lighting information, outage detection and remote management.

NYPA is the Smart Choice

Simple
• Single point of contact helps coordinate the installation
• All design, material, installation, equipment and services follow New York State regulations
• Guidance on ongoing maintenance options

Cost Effective
• Bulk discount on material pricing
• Competitive financing and low rates for qualified communities
• Financing can include the purchase of street lighting system from the utility

Trusted Advisor
• Open book pricing and a transparent process
• Assistance in evaluating the costs and benefits of Smart City Technology
• Our experience with street light conversions and NYS regulations ensures your community has a knowledgeable long-term partner

To Register:
To learn more about partnering with NYPA to switch your municipality to LED street lighting, and registering for more information, visit www.nypa.gov/LED
#SmartStreetLightingNY

Smart Street Lighting NY supports New York State’s Reforming the Energy Vision to build a clean, more resilient, and affordable energy system for all New Yorkers. #REV4NY

Additional Information: nypa.gov | NYPAEnergySolutions@nypa.gov

A Program of the New York Power Authority
BENEFITS OF LED LIGHTING

- Cost savings through lower energy use & longer-lasting materials
- Smart options detect outages, monitor light levels & provide remote management
- Filament-free for increased durability & "instant on" performance
- Better light quality with higher clarity for safety
- Environmentally-friendly & energy efficient by using half the power of older fixtures
LED Street Lighting Conversion Project Steps

To implement an aggregated street lighting conversion project with the New York Power Authority (NYP), each municipality must complete certain steps. The following is an overview of the process:

1. Request a purchase price for your street lighting system from your utility. Your utility has up to 90 days to respond. NYP would like this price by mid-late October and will include it in the project economics and payback period estimate.

2. Provide your existing street lighting inventory registry, including existing wattage, type of fixture and location identifier.

3. Provide street lighting utility bills for the past two - three months.

4. Sign the Master Cost Recovery Agreement. It will be sent to you electronically.

5. After we develop an indicative cost and savings proposal estimate, meet with NYP to sign an Authorization to Proceed. NYP will then begin engineering design and bidding steps.

6. After bids are received and costs are determined, you will execute a Customer Project Commitment with NYP that includes a detailed scope of work and project cost.

7. After a kickoff meeting is held, construction begins under direction of a NYP project manager and implementation contractor.

8. The project is completed, costs are reconciled and a final invoice for the project is prepared.
March 8, 2019

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

Re: Contract Authorization

Dear Chairman Joyce:

Pursuant to RFB 2018-104 Painting at Department of Social Services – 162 Washington Ave., the Department of General Services respectfully requests the approval of a contract with Croyle Quality Contractors for painting the offices and common areas of the Department of Social Services at 162 Washington Avenue.

The not to exceed cost of $144,980 includes a lump sum base bid of $131,800 with a 10% contingency allowance of $13,180.

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

Sincerely yours,

David M. Latina
Commissioner

DML:itas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract authorization with Croyle Quality Contractors for painting the offices and public areas of 162 Washington Ave.

Date: 3/8/2019
Submitted By: David Latina
Department: Department of General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.: David Latina
Attending Meeting: David Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Croyle Quality Contractors
974 State Rt. 67, Ballston Spa, NY 12020

Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: 144,980.00
Scope of Services: As noted in RFB 2018-104 - painting the offices and common areas of the Department of Social Services at 162 Washington Avenue.

Bond Res. No.: 558
Date of Adoption: 12/5/2013

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☑ No ☐

County Budget Accounts:
Revenue Account and Line: NA
Revenue Amount: NA

Appropriation Account and Line: HHX7
Appropriation Amount: 144,980

Source of Funding - (Percentages)
Federal: 0
State: 0
County: 100
Local: 0

Term
Term: (Start and end date) May 1, 2019 - April 30, 2020
Length of Contract: 12 months

Impact on Pending Litigation Yes ☐ No ☑
If yes, explain: NA

Previous requests for Identical or Similar Action:
Resolution/Law Number: NA
Date of Adoption: NA

Justification: (state briefly why legislative action is requested)
Pursuant to RFB 2018-104 Painting at Department of Social Services - 162 Washington Ave., the Department of General Services respectfully requests the approval of a contract with Croyle Quality Contractors for painting the offices and common areas of the Department of Social Services at 162 Washington Avenue.

The not to exceed cost of $144,980 includes a lump sum base bid of $131,800 with a 10% contingency allowance of $13,180.
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<tr>
<th>Description</th>
<th>Croyles Quality Contracting</th>
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<td>Total Bid</td>
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To:       Karen Storm  
          Purchasing Agent

From:    David M. Latina  
          Commissioner

Date:    March 7, 2019

Re:      Request for Bid 2018-104  
          Painting at Department of Social Services, 162 Washington Ave

I have reviewed the bids received for, RFB 2018-104, Painting at Department of Social Services, 162 Washington Ave. I recommend awarding the contract to Croyles Quality Contractors as the lowest responding bidder for the cost not to exceed $144,980.00.

If you need any further information or have any questions, please feel free to contact me.

DML:tas
MEMORANDUM

TO: David Latina, Commissioner
    General Services

FROM: Karen Storm
      Purchasing Agent

DATE: March 11, 2019

RE: RFB#2018-104, Painting at Department of Social Services, 162 Washington Ave

I am in receipt of your recommendation to award the aforementioned Request for Bids to Croyles Quality Contractors in the amount of $144,980.00.

As Croyles Quality Contractors 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.
March 6, 2019

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Re: Contract Amendment – C.T. Male Associates

Dear Chairman Joyce:

The Department of General Services (DGS) respectfully requests legislative approval to amend the current contract with C. T. Male Associates to increase the not to exceed amount from $300,000 to $550,000. The contract with C.T. Male is the result of a mini-bid for professional architectural and engineering services for various Albany County Projects and is based on specified rates and prices.

It is a two-year contract for services including, but not limited to, space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects. Due to a high volume of Countywide projects DGS is requesting to amend this contract to increase the not to exceed amount by $250,000.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Amending Contract with C.T. Male Associates regarding Architectural and Engineering Services

Date: March 4, 2019
Submitted By: David M. Latina
Department: DGS
Title: Commissioner
Phone: 7207
Department Rep.
Attending Meeting: David M. Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☒ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline
Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
C.T. Male Associates
50 Century Hill Drive
Latham, New York 128011

Additional Parties (Names_addresses):
Click or tap here to enter text.

Amount.Raise Schedule.Fee:
$550,000
Scope of Services:
As outlined in RFP-2017-082
Bond Res. No.:
Resolution No. 143 for 2018
Date of Adoption:
4/19/2018

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: HH 03
Appropriation Amount: $550,000

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 5/1/2018 - 2/30/2020
Length of Contract: 2 years

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number: Resolution No. 143 for 2018
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
The Department of General Services (DGS) respectfully requests legislative approval to amend the current contract with C. T. Male Associates to increase the not to exceed amount from $300,000 to $550,000. The contract with C.T. Male is the result of a mini-bid for professional architectural and engineering services for various Albany County Projects and is based on specified rates and prices. It is a two-year contract for services including, but not limited to, space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects. Due to a high volume of Countywide projects DGS is requesting to amend this contract to increase the not to exceed amount by $250,000.
RESOLUTION NO. 143

AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Introduced: 4/9/18
By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services, after an RFP process, has requested authorization to enter into a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed $300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner indicated the proposed agreement will include space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed $300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and, be it further

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

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

Adopted by unanimous vote. 4/9/18
March 8, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting approval of a Supplemental Agreement with Peter Luizzi and Bros. Contracting Inc. in the amount of $115,548.60, to install additional fencing along the Albany County Rail Trail. The Legislature authorized the original agreement with Peter Luizzi and Bros. in the amount of $887,929.40 for construction of the final phase of the Albany County Rail Trail, which was completed in Summer of 2018.

NYSERDA provided grant funding in the amount of $1,003,487.00 for the paving project. The actual cost to construct the final phase came in $115,548.60 less than the grant amount of $1,003,487.00 and NYSERDA has given Albany County permission to utilize the remaining $115,548.60 in grant funds to add additional fencing along areas of the trail where fencing is needed.

If you require additional information, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo, P.E.  
Commissioner

cc: Dennis Feeney, Majority Leader  
    Frank Mauriello, Minority Leader  
    Kevin Cannizzaro, Majority Counsel  
    Amnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Amendment for Supplemental Agreement with Peter Luizzi & Bros.

Date: March 7, 2019
Submitted By: Lisa Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa Ramundo

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☒ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item. Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Peter Luizzi and Brothers Contracting, Inc.
49 Railroad Ave.
Albany, NY 12205

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: 115,548.60
Scope of Services: Additional fencing and ditching along the Albany County Rail Trail

Bond Res. No.: 504
Date of Adoption: 12/4/2017

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: 
Appropriation Account and Line: HHO8
Appropriation Amount: $115,548.60

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) May 1, 2019 - October 31, 2019
Length of Contract: 6 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 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)
The Albany County Department of Public Works is requesting approval of a Supplemental Agreement with Peter Luizzi and Bros. Contracting Inc. in the amount of $115,548.60, to install additional fencing along the Albany County Rail Trail. The Legislature authorized the original agreement with Peter Luizzi and Bros. in the amount of $887,929.40 for construction of the final phase of the Albany County Rail Trail, which was completed in Summer of 2018.

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**BID SUM:**
- **Prime Highway Contractors:** $977,088.74
- **Peckham Road Corp.:** $1,017,844.00
- **Callanan Industries, Inc.:** $1,053,750.00

**RANKS:**
- **3rd Place:** Prime Highway Contractors
- **4th Place:** Peckham Road Corp.
- **5th Place:** Callanan Industries, Inc.
RESOLUTION NO. 191

AUTHORIZING AN AGREEMENT WITH PETER LUIZZI & BROTHERS CONTRACTING, INC. FOR THE CONSTRUCTION OF THE RAIL TRAIL PHASE I IMPROVEMENT PROJECT

Introduced: 5/14/18
By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Peter Luizzi & Brothers Contracting, Inc. for the construction of the Rail Trail Phase I Improvement Project in an amount not to exceed $887,930 for the term commencing June 1, 2018 and ending November 30, 2018, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on March 29, 2018 five bids were received, and

WHEREAS, The Department Engineering Staff reviewed said bids and recommended awarding the contract to Peter Luizzi & Brothers Contracting, Inc., as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Peter Luizzi & Brothers Contracting, Inc., Albany, NY 12205 for the construction of the Rail Trail Phase I Improvement Project in an amount not to exceed $887,930 for the term commencing June 1, 2018 and ending November 30, 2018, and, be it further

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

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

Adopted by unanimous vote - 5/14/18
March 7, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting the approval to enter into an intermunicipal agreement with Cornell Cooperative Extension of Saratoga County for invasive species removal at Ann Lee Pond. Capital/Mohawk Partnership for Regional Invasive Species Management (PRISM), is hosted by the Cornell Cooperative Extension of Saratoga County. The agreement would allow PRISM to manually remove Lesser Celandine from Ann Lee Pond this spring as well as educate Department staff on how to identify the invasive plant. Their service is at no cost to the County.

Lesser Celandine is an aggressive invader of wetlands that propagates in the spring and dies back in the summer. If left unchecked, it chokes out wetlands and leaves little room for native plant species.

Removal requires completely digging out the bulbs from the soil and disposing of them in dark plastic contractor bags.

If you require additional information, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo, P.E.
Commissioner
cc:  Dennis Feeney, Majority Leader  
     Frank Mauriello, Minority Leader  
     Kevin Cannizzaro, Majority Counsel  
     Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
To enter into an inter-municipal agreement with Cornell Cooperative Extension for the removal of an invasive species, Lesser Celandine, at Ann Lee Pond, at no cost to the County.

Date: March 7, 2019
Submitted By: Lisa Ramundo
Department: DPW
Title: Commissioner
Phone: 518-655-7902
Department Rep.
Attending Meeting: Lisa Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an Item.
Submission Date Deadline: Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Intermunicipal Agreement

Contract Terms/Conditions:

Party (Name/address):
Cornell Cooperative Extension, Saratoga County/056
50 West High Street
Ballston Spa, NY 12020

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Rate Schedule/Fee:
Click or tap here to enter text.
Scope of Services:
Remove Lesser Celendine in Ann Lee Pond

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

CONCERNING ALL REQUESTS

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

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

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

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

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) May 1, 2019 - August 1, 2019
Length of Contract: 3 months

Impact on Pending Litigation
If yes, explain: Yes □ No □
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 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)
The Albany County Department of Public Works is requesting the approval to enter into an intermunicipal agreement with Cornell Cooperative Extension of Saratoga County for invasive species removal at Ann Lee Pond. Capital/Mohawk Partnership for Regional Invasive Species Management (PRISM), is hosted by the Cornell Cooperative Extension of Saratoga County. The agreement would allow PRISM to manually remove Lesser Celandine from Ann Lee Pond this spring as well as educate Department staff on how to identify the invasive plant. Their service is at no cost to the County.

Lesser Celandine is an aggressive invader of wetlands that propagates in the spring and dies back in the summer. If left unchecked, it chokes out wetlands and leaves little room for native plant species.

Removal requires completely digging out the bulbils from the soil and disposing of them in dark plastic contractor bags.
Spencer Barrett

Proposal for Lesser Celandine Removal at Ann Lee Pond

12/19/18

Introduction: The Capital/Mohawk PRISM is a group that was founded to combat invasive species in the Capital Region from the Town of Catskill to the Town of Glen’s Falls. Invasive species have varied impacts depending on the species, but are all classified by their weedy presence outside of their native range and their negative impact on the ecology, the economy, and/or human health in their new location. Removal efforts by the PRISM focus on emerging invasives, those that do not have an extremely established population in the region. The hope is that by focusing on these less present invaders, the overall effect of invasive species can be minimized through keeping new species at bay, especially in protected natural areas. All PRISMs work to coordinate management efforts regarding invasive species as well as educate the public about the threat these species pose.

Species of Focus: Lesser Celandine is one such species whose impact is mainly considered on an ecological basis. Historically, humans have put our wetlands under strain through development and as a result, many of our endangered plants and animals are those that make use of these areas for habitat and forage. Some of the most threatening invasive species are those that invade wet areas, putting those already imperiled species at further risk. Lesser Celandine, unfortunately, prefers these areas. It has been reported since the 1800s in Pennsylvania, and has spread west to Missouri, with populations also existing on the west coast. On state risk assessments for this plant, it scores 85.56, an invasive rank of Very High for the state of New York.

The plant itself is a spring ephemeral, completely dying back by summer. This makes it very hard to manage due to a limited management window. This window does exist in May. The plant can be removed by completely digging out the bulbs from the soil and disposing of them in dark plastic contractor bags, preferably on-site. Thankfully, the management of this plant is relatively low-intensity, straightforward, and with follow-up, can be successful. The highest priority should be placed on streambed locations as these have the highest risk of spread through water movement.

The Site: Reports of Lesser Celandine at Ann Lee Pond first reached the PRISM by way of third-party report from local naturalist David Behm, who has conducted a wildflower survey of the property. These reports were verified by Terrestrial Coordinator Spencer Barrett and PRISM Coordinator Kris Williams during the 2018 field season. The main population of the plant is near the northern parking lot in a drainage area leading into the pond, though it stretches in patches along the path leading south. The reason this find is significant and the reason the PRISM is proposing the removal of this plant is due to the geography of the infestation, the northernmost confirmed population of Lesser Celandine in the
region. Due to the hydrology of the site as well as the close proximity of the plant to the walking path, it is imperative to get a handle on this plant before further disturbance occurs and the risk of this plant spreading increases. It is also recommended that native species be planted in place of the plant to discourage other invasive species from making use of the disturbed area. While it is currently unknown if there are other Lesser Celandine locations in Albany County, it is the hope of the PRISM that involving Albany County DPW will increase the number of eyes on the ground looking for new infestations of this aggressive invader.

Synopsis: The proposed event is an invasive species removal project with an educational component for any DPW staff that wish to attend. The PRISM agrees to furnish the event with available tools and supplies, including black contractor bags for disposal, trowels, shovels, and gloves that we have on-hand, as well as making staff available for days of the proposed project. The goal of the removal is to reduce the amount of Lesser Celandine on site at Ann Lee Pond significantly, with follow up efforts to follow in coming years with an end goal of full on-site eradication. This work would be done with no monetary cost to the county. Proposed timing for this event is a two day time period (Monday-Thursday) occurring during the last two weeks of May.

References:

- NY Invasive Species Information: http://nvis.info/invasive_species/lesser-celandine/
- Cap/Mo PRISM Website: http://www.capitalmohawkprism.org/
- DEC PRISM Information: https://www.dec.ny.gov/animals/47433.html

The Capital-Mohawk PRISM is funded by the New York State Department of Environmental Conservation through the Environmental Protection Fund. The PRISM is hosted by the Cornell Cooperative Extension of Saratoga County.
2015 Map of Recorded Lesser Celandine Locations: (Orange= Historical Record)

Current Map of Lesser Celandine (December, 2018):
Locations of Lesser Celandine at Ann Lee Pond:

Lesser Celandine illustration showing the characteristic bulbils which are the target of removal.
Lesser Celandine Infestation photos (not in flower) at Ann Lee Pond:
# Certificate of Liability Insurance

**PRODUCER:**
P. W. Wood & Son, Inc.
2333 N Triphammer Rd, Ste 501
PO Box 4798
Ithaca, NY 14850
Jamie L. Ferris CIC, AAI, CPIA

**INSURED:**
Cornell Cooperative Extension
Saratoga County/655
50 W High Street
Ballston Spa, NY 12020

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**Insured Limits:**

- **Each Occurrence:** $1,000,000
- **Aggregate:** $1,000,000

**Coverages:**

- **Personal & Adv Injury:** $1,000,000
- **Products - Com/Bod Injury:** $3,000,000
- **General Aggregate:** $3,000,000
- **Emp Ben:** $1,000,000
- **Combined Single Limit:** $1,000,000
- **Motor Vehicle:** $2,000,000
- **Property:** $2,000,000

**Description of Operations/Locations/Vehicles** (ACORD 107)

- **County Appropriation Agreement for 2018:** The holder harmless and indemnification language contained in the contract covered by this Certificate may be broader than the scope of insurance coverage. The certificate holder is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

**Certificate Holder:**
County of Saratoga
40 McCalister St.
Ballston Spa, NY 12020

**Authorized Representative:**
[Signature]

The ACORD name and logo are registered marks of ACORD.
March 5, 2019

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

We request the Legislature’s approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR360 (Crow Hill Rd.) and CR359 (Kropp Rd.) in the Town of Rensselaerville and CR13 (Sickle Hill Rd.) in the Town of Berne.

As part of Albany County’s DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not too far gone requiring full depth replacement.

In the CIR process, we grind ≈ 4” into the existing asphalt surface. The product is then sent through a crusher asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a “train” which includes an emulsion tanker, milling machine, crusher/screen and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4” of asphalt into a recycled binder course. We then pave 2” of top course over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 25 years. They are on the approved State Contract and have always provided excellent work for the County.
I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed $920,000.00.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc:  Dennis Feeney, Majority Leader
     Frank Mauriello, Minority Leader
     Kevin Cannizzaro, Majority Counsel
     Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Gorman Brothers for 2019 Cold Recycling Projects

Date: March 5, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):
Gorman Brothers, Inc.
200 Church St.
Albany, NY 12202

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $920,000.00
Scope of Services: Cold Recycling Projects

Bond Res. No.: HHR45197.22000R
Date of Adoption: $920,000.00

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line:  
Revenue Amount:  
Appropriation Account and Line:  
Appropriation Amount: HHR45197.22000R  
$920,000.00

Source of Funding - (Percentages)
Federal:  
State:  
County:  
Local:  

Term
Term: (Start and end date) 6/1/19-10/31/19
Length of Contract: 5 MONTHS

Impact on Pending Litigation
Yes □ No □
If yes, explain:  

Previous requests for Identical or Similar Action:
Resolution/Law Number:  
Date of Adoption:  

Justification: (state briefly why legislative action is requested)
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I have reviewed and evaluated the various contractors providing said service under the New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed $920,000.00.
Contract Award Notification

Title: Group 31555 – Comprehensive Liquid Bituminous Materials
(Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer,
Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified)
(All State Agencies and Political Subdivisions)
Classification Code(s): 30
NYS Contract Reporter Category/Classification:
Construction, Horizontal – Highways & Roadways;
Maintenance, repair & new construction

Award Number : 23101 (Replaces Award 23001)

Contract Period : April 1, 2018 to March 31, 2020 (Revised January 11, 2019, 2018)

Bid Opening Date : December 21, 2017

Date of Issue : April 1, 2018


Contractor Information : Appears on Page 5 - 14 of this Award

Address Inquiries To:

<table>
<thead>
<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name : Anthony Montes</td>
<td>Procurement Services - Customer Services</td>
</tr>
<tr>
<td>Title : Contract Management Specialist 2</td>
<td></td>
</tr>
<tr>
<td>Phone : 518-473-1354</td>
<td>Phone : 518-474-6717</td>
</tr>
<tr>
<td>E-mail : <a href="mailto:Anthony.montes@ogs.ny.gov">Anthony.montes@ogs.ny.gov</a></td>
<td>Fax : 518-474-2437</td>
</tr>
<tr>
<td></td>
<td>E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a></td>
</tr>
</tbody>
</table>

Procurement Services values your input.

Description
Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

PR # 23101
# Contractor Information (Cont’d)

**NOTE:** See individual contract items to determine actual awardees.

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Telephone #</th>
<th>Fed ID#/NYS Vendor ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC68075</td>
<td>CRAFTCO, INC. 6165 West Detroit Street Chandler, Arizona 85226</td>
<td>Toll-Free #: 800-528-8242</td>
<td>860324978</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone #: 610-264-7541</td>
<td>1000009735</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contact: David Adams</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:david.adams@crafco.com">david.adams@crafco.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Web Site: <a href="http://www.crafco.com">www.crafco.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Business hours (M-F):</td>
<td>8:00am-5:00pm</td>
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<tr>
<td></td>
<td>(Sat, Sun):</td>
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<tr>
<td></td>
<td>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Toll-Free #: n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone #: 518-937-6956</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact: Anthony Simone</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:anthony.simone@crafco.com">anthony.simone@crafco.com</a></td>
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<tr>
<td>Contract #</td>
<td>Contractor &amp; Address</td>
<td>Telephone #</td>
<td>Fed ID#/NYS Vendor ID#</td>
</tr>
<tr>
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<td>---------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>PC68076</td>
<td>GORMAN BROS., INC. 200 Church Street Albany, New York 12202</td>
<td>Toll-Free #: 800-332-7795</td>
<td>140704840</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone #: 518-462-5401</td>
<td>1000013676</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contact: Kim Wilson</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:kwilson@gormanroads.com">kwilson@gormanroads.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Web Site: <a href="http://www.gormanroads.com">www.gormanroads.com</a></td>
<td></td>
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<tr>
<td></td>
<td>Business hours (M-F):</td>
<td>8:30am-4:30pm</td>
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<td></td>
<td>(Sat, Sun):</td>
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<tr>
<td></td>
<td>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</td>
<td></td>
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<tr>
<td></td>
<td>Toll-Free #: n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone #: 518-378-1112</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact: Kim Wilson</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:kwilson@gormanroads.com">kwilson@gormanroads.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
March 11, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting the approval to enter into a municipal agreement with the Capital District Transportation Committee (CDTC) to accept $2,500.00 in funding from the Capital Coexist Traffic Safety Ambassador Mini Grant program.

The money will be used to purchase reflective wristbands to be handed out to citizens at various pedestrian and traffic safety events throughout the County. The grant requires a 25% County match. The match will be in the form of in-kind hours worked by staff during events where the wristbands will be handed out.

If you require additional information, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo, P.E.
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for an agreement with CDTC

Date: March 11, 2019
Submitted By: Lisa Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-655-7902
Department Rep.
Attending Meeting: Lisa Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Acceptance
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Capital District Transportation Committee
One Park Place
Albany, NY 12205-2676

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
$2,500
Scope of Services:
Grant Funding for the purchase of reflective wristbands

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: Yes ☐ No ☒
if Mandated Cite Authority:
Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
**County Budget Accounts:**
Revenue Account and Line: Governor’s Traffic Safety D5020.03327
Revenue Amount: $2,500

Appropriation Account and Line: Special Programs D5020.4049
Appropriation Amount: $2,500

**Source of Funding - (Percentages)**
- Federal: 100%
- State: Click or tap here to enter text.
- County: Click or tap here to enter text.
- Local: Click or tap here to enter text.

**Term**
Term: (Start and end date) April 1, 2019 to December 31, 2019
Length of Contract: 9 months

**Impact on Pending Litigation**
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

**Previous requests for Identical or Similar Action:**
Resolution/Law Number: 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)
We request the Legislature’s approval of an agreement with the Capital District Transportation Committee (CDTC) to accept $2,500.00 in funding from the Capital Coexist Traffic Safety Ambassador Mini Grant program. The money will be used to purchase reflective wristbands to be handed out to citizens at various pedestrian and traffic safety events throughout the county. The grant required a 25% County match. The match will be in the form of in-kind hours worked by staff during events where the wristbands will be handed out.
March 5, 2019

Bill Van Alstyne
Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

Dear Mr. Van Alstyne,

Thank you for your interest in the Capital Coexist Traffic Safety Ambassador Mini Grant program. This letter serves as a notification that a selection committee, including a member of the CDTB Bicycle and Pedestrian Advisory Committee, New York State Departments of Transportation and Health staff, and CDTB staff, has selected your project for partial funding.

The Capital District Transportation Committee received 10 project proposals requesting over $40,000. The submissions were very competitive. Your project was chosen because of its consistency with the New Visions 2040 and Pedestrian Safety Action Plan goals of reducing the number of vehicle crashes involving bicyclists and pedestrians, and increasing the number of bicycle and pedestrian trips in the Capital Region. However given budget constraints and the nature of the proposed project, the evaluation committee approved reimbursement for up to $2,500.

Your interest in bicycle and pedestrian safety is sincerely appreciated. Enclosed please find an amended Memorandum of Understanding and budget. CDTB will provide a request form for Capital Coexist materials, reporting guidelines, and an invoice template, electronically. Please return the signed MOU by March 30th. If you have any questions please contact Jen Ceponis at jceponis@cdtcmpo.org or at (518) 458-2161.

Sincerely,

[signature]
Michael V. Franchini
Executive Director
MEMORANDUM OF UNDERSTANDING

This agreement is entered into by and between the Capital District Transportation Committee (CDTC), 1 Park Place, Colonie, NY 12205 and the Albany County Department of Public Works 449 New Salem Rd, Voorheesville, NY 12186

Applicant Address

WITNESSETH

WHEREAS, the 449 New Salem Rd, Voorheesville, NY 12186 has requested funds from the CDTC, the Metropolitan Planning Organization for the Capital District through the Capital Coexist Traffic Safety Ambassador Mini-grant Program for the Bicycle & Pedestrian Safety Gear Giveaway:

Project Title

WHEREAS, the approved total project cost is $12,330.88 specifically with $2,500 in Federal funds and $9,830.88 Match;

WHEREAS, all materials, video, and applications developed as part of the project will be jointly owned by CDTC and the Albany County Department of Public Works;

Applicant Name

WHEREAS, the approved project will be completed by December 31, 2019; and

WHEREAS, the parties desire to set forth the rights and responsibilities pursuant to this agreement;

NOW, THEREFORE, parties hereby agree to the following:

1. The CDTC shall be responsible for:
   a. Providing CDTC, Capital Coexist and See Be Seen messaging, graphics, and photographs
   b. Attending meetings related to the proposed project as requested by the project applicant
   c. Providing technical assistance to the applicant as requested
   d. Reviewing of deliverables
   e. Reviewing invoices submitted in a previously approved format and providing appropriate reimbursement to the project applicant, up to the amount of Federal funds approved

2. The Sponsor shall be responsible for:
   a. Providing the CDTC with the agreed-upon Cash Match
   b. Providing documentation of in-kind labor or materials
   c. Integrating CDTC, Capital Coexist and See Be Seen messaging, logos, graphics, and design into any printed materials, advertisements, applications, or videos.
   d. Updating CDTC staff on the progress of the proposed project monthly
   e. Informing the CDTC of any obstacles or problems completing the project scope and schedule
f. Submitting invoices for completed tasks, including a description of work completed and related receipts no more than once per month, or at the completion of the proposed project. Invoices will be submitted in a format approved by CDTC.

g. Crediting the CDTC as project sponsor

h. Providing a presentation about the project to the CDTC Bicycle & Pedestrian Advisory Committee after it has been completed

i. Name CDTC as additional insured on liability insurance

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this day of 2019.

FOR THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE

Michael V. Franchini
Executive Director

FOR THE

Name
Title
16. Project Costs

<table>
<thead>
<tr>
<th>Cost Element</th>
<th>CDTC Funding Requested (reimbursement request)</th>
<th>Total Cost (reimbursement + match)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor (Name: __ hours @ $__ rate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind labor is covered by the Program Director,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill Van Alstyne 76.5 hours @ $28.78/hour = $2,201.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer Hours 309 hours @ $24.69/hour = $7,629.21</td>
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<tr>
<td>Total Match = $2,201.67 + $7,629.21 = $9,830.88</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td>9,830.88</td>
</tr>
<tr>
<td>Materials (Item name @ $__ each)</td>
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<td></td>
</tr>
<tr>
<td>2,500 Reflective Wrist Wraps @ $1.05 each</td>
<td>2,500</td>
<td>2,500.00</td>
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<tr>
<td><strong>Total</strong></td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>Total</strong></td>
<td>2,500</td>
<td>12,330.88</td>
</tr>
</tbody>
</table>

(No more than 75% of total cost, up to $5,000)  
(Total project cost including matching funds)

17. Description of the applicant and how the Capital Coexist Traffic Safety Ambassador Program fits into its mission or is related to its business.

William Van Alstyne has been the Traffic Safety Educator at Albany County DPW for the past 29 years – 1989 - present. He has developed effective educational strategies (such as the musical traffic safety program for children) to educate the public. He has also established a network of traffic safety professionals in Albany County with the mission of preventing deaths and injuries due to traffic crashes. It is imperative that bicyclists and pedestrian co-exist in the Highway Transportation System. This will be done through

18. Additional information about this project or initiative to be considered (see evaluation criteria):

The purpose of this program is to prevent injuries and deaths due to traffic crashes to bicyclists and pedestrians. With the retro-reflectivity of the wrist wraps and the added safety of being seen by motorists, bicyclists and pedestrians will be encouraged to makes more trips without their motor vehicles.

Albany County is committed to this project with events already scheduled (mentioned...
### APPROPRIATIONS

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
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<td>D 5020 44049</td>
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<td>Public Works</td>
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### ESTIMATED REVENUES

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<td>D 5020 03327</td>
<td>Governors Traffic Safety Program</td>
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<td>TOTAL ESTIMATED REVENUES</td>
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<td>GRAND TOTALS</td>
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</table>
Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Albany County Water Purification District (ACWPD) is requesting approval to enter into a contract with Arcadis of New York, Inc. in response to RFP #2018-109 for Engineering Services for the Joint Regional Biosolids Facility that will be co-owned and operated by both the ACWPD and the Saratoga County Sewer District (SCSD). This contract consists of two main phases, the first phase being design services and the second being construction administration and observation services. The total project costs including engineering fees will be equally shared between both ACWPD and SCSD.

This project will have a significant benefit to the operation and maintenance of three of the largest treatment plants in the Capital Region and will allow ACWPD to shut down all four of its incinerators and address biosolids handling equipment that has reached the end of its useful life. This project will also allow ACWPD to receive biosolids from smaller treatment plants in the area and accept high strength organic waste. By sharing in the operation and maintenance expenses it will help reduce costs to the rate payers of both Counties.

The Districts received two proposals, one from Arcadis of New York, Inc. (Arcadis) and the other from Barton and Loguidice with the following proposal costs:

<table>
<thead>
<tr>
<th>Company</th>
<th>Proposal Cost</th>
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<tbody>
<tr>
<td>Arcadis of New York, Inc.</td>
<td>$5,806,200.00</td>
</tr>
<tr>
<td>Barton and Loguidice</td>
<td>$5,407,500.00</td>
</tr>
</tbody>
</table>

The Districts formed a review committee comprised of the members listed below to evaluate the proposals.

- Timothy S. Murphy, Executive Director, ACWPD
- Angelo Gaudio, Project Developer, ACWPD
- Tyler Masiak, Superintendent of Operations, ACWPD
- Brent Garlock, Chief Operator, ACWPD
- Daniel Rourke, Executive Director, SCSD
- Chad Cooke, Deputy County Administrator, Saratoga County
- Sue Duff, Chief Operator, SCSD
- Jim Bolduc, Assistant Chief Operator, SCSD
Interviews were held with both firms on January 8, 2019. Overall the committee scoring was in favor of Arcadis of New York, Inc. Based on the committee’s evaluations, Arcadis demonstrated the needed qualifications, is familiar with both District’s facilities, has a clear understanding of the project scope, and has a major local presence and staffing levels needed to meet an aggressive project schedule.

The following summarizes the committee’s justification for their recommendation to select Arcadis:

- Arcadis will be teaming with CDM-Smith and CHA. All three firms have done work at both Districts and are familiar with each of the facilities impacted by the proposed project.
- Each firm, Arcadis, CDM-Smith, and CHA have offices in the Capital Region and their local staff will have a significant role in the project development.
- All three firms along with their other listed sub-consultants have adequate staffing levels needed to meet an aggressive project schedule.
- Both Arcadis and CDM-Smith have developed the feasibility studies for both Districts specific to the development of a joint regional biosolids facility, and as such are very familiar with the scope of the project and challenges that need to be met.

Should you have any questions please contact me at 518-447-1624.

Very truly yours,

Angelo S. Gaudio
Acting Executive Director

cc: Dennis A. Feeney, Majority Leader
    Kevin Cannizzaro, Majority Counsel
    Frank Mauriello, Minority Leader
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to award the engineering service contract to Arcadis of New York Inc for the Albany and Saratoga County Joint Regional Biosolids Facility.

Date: 1/22/2019
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Project Developer
Phone: 518-447-1624
Department Rep.: Angelo Gaudio
Attending Meeting: Angelo Gaudio

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
File #: TMP-0610, Version: 1

☐ Personnel
☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Arcadis of New York, Inc.

Additional Parties (Names-addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
Scope of Services:

$5,806,200.00 (Total contract amount)
Engineering Services

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: HGG #2
Appropriation Amount: $ 5,806,200.00 (total contract amount)

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 50% Albany County / 50% Saratoga County
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 4/1/2019 through 12/31/2022
Length of Contract: 32

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒ Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 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)
Request to award the engineering service contract to Arcadis of New York Inc for the Albany and Saratoga County Joint Regional Biosolids Facility in response to RFP# 2018-109. This contract is structured into two main phases, the first phase being design services and the second phase being construction administration and observation services. The costs of the engineering contract and the project as a whole will be shared between the Albany County Water Purification District and the Saratoga Sewer District with each District being responsible for 50% of total project costs. This results in an Albany County share of $2,903,100.
## Summary

**RFP #2018-109: Engineering Services-Design and Construction Support for a Joint Regional Biosolids Facility**

**Proposal Rating Worksheet**

**Reviewer: Cumulative totals**

<table>
<thead>
<tr>
<th>Experience with the design of anaerobic digesters, septage/FOG receiving stations, source separated organics, sludge rewetting and biogas to energy systems</th>
<th>Weight</th>
<th>Arcadis Rate</th>
<th>Arcadis Score</th>
<th>Barton &amp; Loduidice Rate</th>
<th>Barton &amp; Loduidice Score</th>
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</thead>
<tbody>
<tr>
<td>30%</td>
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<td>11.44</td>
<td>35.07</td>
<td>10.52</td>
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</tr>
</tbody>
</table>

| Experience with construction contracts and construction management specific to wastewater facilities. | 30% | 40 | 12 | 33 | 9.9 |
| Experience with securing the services of performance contractors for use in biosolids disposal | 10% | 35 | 3.5 | 33 | 3.3 |

| References | 5% | 38 | 1.9 | 36 | 1.8 |
| Ability to meet project schedule | 5% | 38 | 1.9 | 31.5 | 1.58 |

| Value added engineering/innovative design approaches | 10% | 37.5 | 3.75 | 34 | 3.4 |
| Fees | 10% | 32.5 | 3.25 | 37 | 3.7 |

**TOTALS:**

<table>
<thead>
<tr>
<th>Arcadis Score</th>
<th>Barton &amp; Loduidice Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.74</td>
<td>34.20</td>
</tr>
</tbody>
</table>

**NOTES:**
On Wednesday, January 23, 2019, at 4:30 p.m., a quorum being present, a meeting of the Board of Commissioners of the Albany County Water Purification District was held in the conference room at the Albany County Water Purification District North Plant at 1 Canal Road, South, Albany, New York 12204.

Present at the meeting were:

Nicholas Foglia, Commissioner
Dennis Rigosu, Commissioner
Sean Ward, Commissioner
Timothy Murphy, Executive Director
Tyler Masick, Superintendent of Operations

Absent: John R. Adair Jr. Chairman
John Bishop, Commissioner

Acting Chairman Rigosu called the meeting to order at 4:40 p.m.

The following topics were discussed and/or acted upon:

1. Meeting Minutes
   The Board reviewed the minutes of the November 7, 2018, meeting. Being a true and accurate recording of the meeting, a motion was made by Mr. Rigosu and seconded by Mr. Foglia to adopt said minutes; the motion carried unanimously.

2. Approval of the amended bylaws governing the board of commissioners
   After a brief review of the amended bylaws Article IV.K.7 which addresses the Board's ability to hold executive session while discussing proposed contracts with the District. Mr. Murphy was asked by the board to consult with Albany County Law to make certain the District has this ability. Mr. Thomas DeBose provided clarification stating that discussion of a contract is allowed to be discussed in executive session as it pertains to employment with the District.
3. **Executive Session**

   Mr. Rigosu made a motion to enter executive session to discuss the RFP for design of the Regional Biosolids Handling Facility. Mr. Foglia second the motion; the motion passed unanimously. The board entered executive session at 4:45.

   At 5:30, Mr. Rigosu made a motion to come out of executive session, Mr. Ward second the motion; the motion passed unanimously.

4. **RFP 2018-109 Approval**

   Mr. Rigosu requested a motion be made to approve the recommendation made by the IMA Board of Directors and the scoring team which was comprised of:

   Timothy S. Murphy, Executive Director, Albany County Water Purification District
   Angelo Gaudio, Project Developer, Albany County Water Purification District
   Tyler Masick, Supt. of Operations, Albany County Water Purification District
   Brent Garlock, Chief Operator, Albany County Water Purification District
   Daniel Rourke, Executive Director, Saratoga County Sewer District
   Chad Cooke, Deputy County Administrator, Saratoga County
   Sue Duff, Chief Operator, Saratoga County Sewer District
   Jim Bolduc, Assistant Chief Operator, Saratoga County Sewer District

   to award the design contract for the Regional Biosolids Handling Facility to Arcadis of New York for $5,806,200. Mr. Ward made a motion and second by Mr. Foglia; the motion passed unanimously.

   Acting Chairman Rigosu requested that a motion be made to adjourn the meeting. A motion was made by Mr. Foglia and seconded by Mr. Ward. The meeting was adjourned by Acting Chairman Rigosu at 5:55 p.m.

   I certify that the foregoing is a true and correct transcript of the minutes of the meeting of the Board of Commissioners of the Albany County Water Purification District held on January 23, 2019, and whole therefore, that all items requiring Board approval contained in the above minutes were approved by a quorum.

   J. Rigosu
   Executive Director

   Date Approved by Board
March 5, 2019

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

Dear Mr. Joyce,

The Albany County Water Purification District (ACWPD) is requesting approval to renew a contract with the City of Albany which would allow the City’s landfill to discharge leachate to ACWPD for treatment and disposal in exchange for the City’s landfill accepting incinerated biosolids ash along with grit and screenings from both ACWPD’s North and South treatment facilities. There are no fees associated with this agreement and this agreement serves as a great example of shared services among government agencies.

This existing five year contract expires May 2019 and both ACWPD and the City are interested in renewing the agreement for another five year term.

Very truly yours,

Angelo S. Gaudio
Acting Executive Director

cc: Dennis A. Feeney, Majority Leader
    Kevin Cannizzaro, Majority Counsel
    Frank Mauriello, Minority Leader
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Renew a long standing contract with the City of Albany for shared services. Water Purification District will accept the City's landfill leachate in exchange for the City accepting incinerator ash, grit and screening from the Water Purification District treatment facilities.

Date: 3/5/19
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Acting Executive Director
Phone: 518-447-1624
Department Rep.: Angelo Gaudio
Attending Meeting: Angelo Gaudio

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item:
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) Intermunicipal Agreement

Contract Terms/Conditions:

Party (Name/address):
City of Albany
Department of General Services
1 Conners Boulevard
Albany, NY 12204

Additional Parties (Names/address):
Click or tap here to enter text.

Amount/Raise Schedule/fee:
Click or tap here to enter text.
Scope of Services:
Accept City leachate for disposal in exchange for City accepting incinerator ash, grit and screenings from ACWPD facilities

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.
Click or tap here to enter text.
**Justification**: (state briefly why legislative action is requested)

Renewal of a long term contract between the ACWPD and the City of Albany. This agreement allows the City of Albany's landfill to discharge leachate to ACWPD for treatment/disposal in exchange the City landfill accepts incinerated biosolids ash, grit and screenings from ACWPD's North and South plants. This is beneficial agreement between both parties and is a good example of shared services between ACWPD and the City of Albany.
February 15, 2019

Mr. Tim Murphy
Albany County Water Purification District
1 Canal Street South
Albany NY 12204

RE: Disposal Contract

Dear Tim:

The purpose of this correspondence is to confirm the City’s desire to enter into contract for the disposal of Leachate generated by the Rapp Road Landfill and ash generated by the Albany County Water Purification District.

As in years past, both entities found the exchange of services to be mutually beneficial and the City desires to continue this relationship.

Please forward draft contract documents to my attention as soon as possible. Should the contract currently in effect expire, the City is willing to abide by current terms until a new contract can be fully executed.

Sincerely,

Joseph Giebelhaus
Superintendent of Sanitation Services
## ALBANY COUNTY CONTRACT COVER SHEET

### COUNTY AGENCY:
(Names and addresses; list all parties)

<table>
<thead>
<tr>
<th>Albany County Sewer District</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 4187</td>
</tr>
<tr>
<td>Albany, New York 12204</td>
</tr>
</tbody>
</table>

### CONTRACT ENTITY:
(Names and addresses; list all parties)

<table>
<thead>
<tr>
<th>City of Albany</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of General Services</td>
</tr>
<tr>
<td>525 Rapp Road</td>
</tr>
<tr>
<td>Albany, New York</td>
</tr>
</tbody>
</table>

### RESOLUTION NO.:
R 120 of 2009

### CONTRACT NO.:
__________________________

### TERM:
Five years from signing

### DOLLAR AMOUNT:
no compensation

### SCOPE OF SERVICE (brief summary statement)
Leachate treatment

### APPENDICES ATTACHED: (specify)

<table>
<thead>
<tr>
<th>Schedule A</th>
<th>Exhibit</th>
</tr>
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<tbody>
<tr>
<td>Schedule B</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Schedule C</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Schedule D</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
PROFESSIONAL SERVICE AGREEMENT

between

THE CITY OF ALBANY, DEPARTMENT OF GENERAL SERVICES

and

THE ALBANY COUNTY SEWER DISTRICT

Contract Authorization: Resolution 120 of 2009

This is an Agreement made and effective the last date signed below between the City of Albany, Department of General Services (the “LANDFILL”), having offices at the LANDFILL located at 525 Rapp Road, Albany, New York in the County of Albany, and the County of Albany acting by and through the Albany County Sewer District (the “DISTRICT”) a County Sewer District duly formed in accordance with the provisions of Article 5A of County law with offices and the principal place of business at P.O. Box 4187, Albany, New York and the physical address of the North Plant for which this agreement shall allow discharge to, at Canal Road, Menands, New York 12204.

Whereas, the City of Albany is the owner of the City of Albany Rapp Road Solid Waste Management Facility located in the City of Albany, County of Albany, State of New York (hereinafter referred to as the LANDFILL); and

Whereas, the LANDFILL, after an extensive review of available alternatives for the treatment and discharge of LEACHATE, has determined that the most feasible alternative is to continue to discharge the LEACHATE to the facilities of the DISTRICT; and

Whereas, the LANDFILL has determined that the most practical means to accomplish such discharge to the facilities of the DISTRICT is through piping to the City of Albany Pinebush Metering Station to the District’s North Plant Facility; and

Whereas, the DISTRICT has determined that its facilities are capable of accepting and treating controlled quantities of LEACHATE, without adversely affecting its plant or receiving water with its effluent; and

Whereas, this Agreement has been duly authorized by the City Board; and

Whereas, this Agreement has been duly authorized by the Albany County Sewer District by resolution, adopted by the Board of Commissioners on February 18, 2009; and
Whereas, this Agreement has been duly authorized by the Albany County Legislature by Resolution No. 120, adopted April 13, 2009; and

Whereas, the LANDFILL has directly discharged LEACHATE to the DISTRICT since October 22, 1999 as referenced in the October 22, 1999 correspondence from the DISTRICT to the LANDFILL regarding LEACHATE disposal with the expansion of the LANDFILL; and

NOW THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

ARTICLE I - DEFINITIONS

The following terms shall have the stated meanings whenever used in this AGREEMENT:

1. LEACHATE - shall mean for the purpose of this agreement an "Industrial Waste" generated at a municipal LANDFILL located within Albany County. Any solid waste in the form of a liquid, including any suspended components in the liquid, that results from contact with or passage through solid waste.

2. BOD₅ - shall mean five day biochemical oxygen demand, that is, the quantity of oxygen required for the stabilization of the oxidizable organic matter after five days as determined by Standard Methods latest edition.

3. Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS) - shall be as defined and as determined by Standard Methods latest edition.

4. Interference - shall be defined in 40 CFR part 403.3 (l).

5. Pass Through - shall be as defined in 40 CFR Part 403.3 (n).

6. Direct Discharge- shall be defined as the disposal of LEACHATE on a continuous basis from the LANDFILL to the DISTRICT.

ARTICLE II - GENERAL PROVISIONS

1. While it remains the LANDFILL is not on NYSDEC's Inactive Hazardous Waste Disposal Site in New York State and the LANDFILL has the authority and capacity to accept solid waste, the terms of this contract remains in effect. The requirements and conditions of this contract are subject to change if this status/classification changes.

2. The DISTRICT agrees to accept Direct Discharge of LEACHATE, for discharge and treatment, from the LANDFILL facilities. The LANDFILL presently Directly Discharges LEACHATE through a tank without storage.
The LANDFILL however, agrees to maintain the storage tank in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time.

3. The composition of LEACHATE wastes discharged by the LANDFILL to the DISTRICT under this AGREEMENT shall only include LEACHATE wastes collected within the LEACHATE containment areas at the LANDFILL. The LANDFILL shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

It is recognized by the parties that LEACHATE may contain contaminants, other than what is presently detected in the LEACHATE and as such should any such constituent cause “pass through” or “interference” with the operation of the DISTRICT’s facilities, the DISTRICT may establish specific discharge limits for the same from the LANDFILL.

4. Recognized that the specific concentration of contaminants in the LEACHATE waste is variable in nature, the LANDFILL agrees to regulate the discharge of said contaminants to levels which will not result in the development of pass through or interference within the DISTRICT treatment facilities.

5. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant an average monthly amount of LEACHATE containing no greater than one thousand (1000) pounds of BOD₅ per day and an average monthly hourly amount no greater than forty two (42) pounds per hour.

6. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant, a maximum daily amount of LEACHATE containing no greater than one thousand five hundred (1500) pounds of BOD₅ per day and a maximum hourly amount of sixty three (63) pounds per hour.

7. The LANDFILL and the DISTRICT agree that the acceptable method to determine acceptable concentrations of LEACHATE for disposal at the DISTRICT will be through the sampling and analysis conducted by the LANDFILL (semi-annually) and submitted to the DISTRICT. Should the LANDFILL collect and analysis additional samples, the results shall be reported to the District. The DISTRICT may also require the collection of samples to be analyzed at the DISTRICT facility at no cost to the LANDFILL.

ARTICLE III - ASH AND LEACHATE

1. The LANDFILL and DISTRICT agree that the required LEACHATE sample be comprised of a grab sample on a monthly basis. This sample must be representative of the entire volume of LEACHATE discharged.
2. The DISTRICT agrees to receive a collected grab sample from the LANDFILL and perform as required and/or deemed necessary by the DISTRICT, laboratory analysis for the determination of COD, BOD₅ and TSS.

3. The LANDFILL agrees to inform the DISTRICT as to the analytical results it is required to perform as per its 6 NYCRR Part 360 permit.

4. The LANDFILL agrees to allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the LANDFILL LEACHATE system, for the purpose of inspecting and/or sample collection.

5. The LANDFILL agrees to maintain records and allow the District access to all records regarding the collection and disposal of Leachate for a minimum of 3 years.

6. The DISTRICT shall allow the LANDFILL or its representatives, exhibiting proper credentials and identification, to access the DISTRICT ASH collection lagoons, for the purpose of inspecting and/or sampling collection.

7. Prior to the disposal of ASH to the LANDFILL, the DISTRICT will take a grab sample of ASH and perform a Total Characteristic Leaching Procedure (TCLP). The District will provide the LANDFILL with these results prior to the disposal of the ASH. The LANDFILL shall have the ability to take a grab sample of the DISTRICT's ASH and perform a TCLP (at the LANDFILL's expense) and shall share the results with the DISTRICT. Should TCLP results not meet LANDFILL specifications, the LANDFILL has the right to refuse acceptance of the ASH.

8. The DISTRICT will insure that the ASH meets 20% solids at a minimum and contains no free liquid in accordance with 6 NYCRR Part 360. The volume of ASH to be disposed of at the LANDFILL shall not exceed 12,000 yards (7,000 tons) per year unless otherwise agreed to by the LANDFILL.

**ARTICLE IV - FLOW MEASUREMENT**

1. Continuous flow measurement shall be maintained by the LANDFILL through means of a flowmeter located on the discharge pipe of the LEACHATE collection system. The flowmeter shall be capable of totalizing flows.

2. The LANDFILL upon completion of each days discharge will record the total volume of LEACHATE discharged. A summation sheet will be provided to The DISTRICT at the end of each month on which discharge occurred.
ARTICLE V - FEES

1. In consideration of the mutual understanding set forth in this AGREEMENT, the LANDFILL and the DISTRICT agree to incur the analytical, collection and discharge costs associated with their respective operations. If additional costs become associated with the proper disposal of LEACHATE or ASH due to changes in Federal, State or Local regulations, the LANDFILL and the DISTRICT will be required to incur the cost for their respective operations.

2. In consideration of the mutual understanding set forth in this AGREEMENT, the LANDFILL and the DISTRICT agree that it is in their best interest not to charge each other for the cost of treatment/disposal of the LEACHATE/ASH at each others facility.

ARTICLE VI - FACILITIES OPERATION AND MANAGEMENT

1. Facilities and Operation - The LANDFILL has constructed and will continuously operate and maintain LEACHATE collection facilities and keep the same in good working order at all times.

2. Qualified Operator - The LANDFILL shall designate a qualified individual to oversee the sampling and discharge from the LEACHATE collection system.

3. Liaison - The DISTRICT shall designate one qualified individual to act as a liaison between the LANDFILL and the DISTRICT.

4. Sewer Use - The LANDFILL agrees to operate and maintain the facility in accordance with Local Law #F for 2008 and amendments thereto.

5. Emergencies - The LANDFILL shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharge, such as spills develop or cause to have developed spill prevention and counter measure control containment, as required by Local Law #F 2008. Said procedures shall be approved by the DISTRICT and shall be submitted with 60 days after executing this contract.

6. Modification of Discharge Limits - The DISTRICT reserves the right to decrease allowable discharge limitation in accordance with Local Law #F, 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR Part 403.18.

7. Review of Operation - The DISTRICT reserves the right to periodically inspect and review the operation of the LEACHATE collecting facilities and to request
changes in operating procedures if it is deemed necessary and for good cause to protect DISTRICT operations and permit. Modification of requirements may justify renegotiation of this AGREEMENT.

8. The discharge of wastewater solids or wastewater sludges other than those normally present in the discharge from the LEACHATE collection system in their present state is prohibited.

9. Any modification of LANDFILL LEACHATE holding facilities as they presently exist shall be subject to the review of the DISTRICT.

ARTICLE VII - PERMIT AND APPROVAL

The LANDFILL agrees to obtain all required governmental approvals and permits that pertains to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

The DISTRICT agrees to obtain all required governmental approvals and permits that pertains to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

In accordance with 40 CFR Part 403.5 the Landfill is prohibited to allow discharge to the District:

1. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

2. Pollutants which will cause corrosive structural damage to the POTW or its appurtenances, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.

3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;

4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

5. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104°F)
unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

8. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

9. Leachate with a pH less than 5.5 s.u. or greater than 10.0 s.u.

ARTICLE VIII - FACILITIES SHUTDOWN

The LANDFILL agrees that it will terminate the discharge of LEACHATE wastes, when such discharge might cause interference or pass through at the DISTRICT's treatment facility, or cause a SPDES permit violation.

ARTICLE IX - TERM OF AGREEMENT

This Agreement shall be binding upon the Parties for a term of five (5) years from the last date signed below. The Parties may renew this Agreement upon proper authorization for an additional five (5) year term upon the mutual consent, to run concurrent with the LANDFILL 6 NYCRR 360 permit.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the Parties hereto effective the last date signed below:

County of Albany                  Sewer District            City of Albany

By: Michael G. Breslin                   By: John R. Adair, Jr.      By: Gerald D. Jennings
  County Executive, or Chair,           Mayor
  Michael D. Perrin                     Board of Commissioners
  Deputy County Executive
State of New York  
County of Albany  

On this ___ day of _______109, before me, the undersigned, a notary public in and for the state, personally appeared Michael G. Breslin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

_________________________________________  
Notary Public

State of New York  
County of Albany  

On this ___ day of _____2009, before me, the undersigned, a notary public in and for the state, personally appeared Michael D. Perrin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

_________________________________________  
Notary Public

State of New York  
County of Albany  

On this ___ day of _____2009, before me, the undersigned, a notary public in and for the state, personally appeared Gerald D. Jennings, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

_________________________________________  
Notary Public

State of New York  
County of Albany  

On this ___ day of _____2009, before me, the undersigned, a notary public in and for the state, personally appeared John R. Adair, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

_________________________________________  
Notary Public
June 9, 2014

City of Albany
Attn: Hon. Kathy M. Sheehan
24 Eagle St.
Albany, NY 12207

RE: Resolution #82 Leachate Treatment

Dear Mayor Sheehan,

Enclosed please find one fully executed copy of the above subject agreement for your files.

If you have any questions, please feel free to contact me at 518-447-1617.

Very truly yours,

[Signature]
Richard J. Lyons
Executive Director

RJL:sh
Enc.
MEMORANDUM

DATE: June 6, 2014

TO: Rich Lyons
   Albany County Sewer District

FROM: Tracy A. Murphy, Assistant County Attorney

RE: Agreement between the County of Albany
   And AM1-The City of Albany, Department of
   General Services Regarding the Sanitary Landfill
   Resolution No. 82 of 2014

Enclosed is an executed duplicate original agreement. Kindly forward the agreement to the contractor.

Thank you.

ALBANY COUNTY
SEWER DISTRICT

Enclosure
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE ALBANY COUNTY SEWER DISTRICT
AND THE CITY OF ALBANY, DEPARTMENT OF GENERAL SERVICES
REGARDING THE SANITARY LANDFILL

PURSUANT TO RES. NO. 82, ADOPTED MARCH 10, 2014
(ORIGINAL: RES. NO. 120 of 2009)

THIS AMENDMENT TO AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the “County”) and the City of Albany, having offices at 24 Eagle Street, Albany, New York 12207 in the County of Albany (hereinafter called the “City,” and, together with the County, called the “parties”).

WHEREAS, the City DGS has an agreement with the County to discharge leachate to the facilities of the Albany County Sewer District, said agreement having been designated by resolution No. 120 of 2009 and having a term of five (5) years ending May 12, 2014, plus a renewal option for another five (5) years (hereinafter called the “Agreement”); and

WHEREAS, the parties wish to extend the Agreement for the five (5) year renewal period; and

WHEREAS, this Amendment to Agreement has been duly authorized by the Albany County Sewer District by resolution, adopted by the Board of Commissioners on April 16, 2014; and

WHEREAS, this Agreement has been duly authorized by the Albany County Legislature by Resolution No. 82 adopted March 10, 2014; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

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

1. That the Agreement at ARTICLE IX - TERM OF AGREEMENT shall be amended to read as follows:

This Agreement shall be mutually binding upon both parties for a term of five (5) years, beginning May 12, 2014 and ending May 12, 2019. There are no renewal terms.
IN WITNESS WHEREOF, this AMENDMENT TO AGREEMENT has been executed by the parties hereto effective the day and year first above written.

COUNTY OF ALBANY

DATED: 6/14/14

BY: 
Daniel P. McCoy
County Executive
or
Philip Calderone
Deputy County Executive

CITY OF ALBANY

DATE: 5/14/14

BY: 
Kathy M. Sheehan
Mayor
STATE OF NEW YORK  )
COUNTY OF ALBANY  ) SS.:

On the ____ day of ______________, 2014, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________
NOTARY PUBLIC

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

On the 5th day of June, 2014, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________
NOTARY PUBLIC

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

On the 14th day of May, 2014, before me, the undersigned, personally appeared Kathy M. Sheehan personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________
NOTARY PUBLIC, State of New York
Qualified in Albany County
No. 018160046802

________________________
NOTARY PUBLIC, State of New York
Qualified in Albany County
No. 018160046802
Commission Expires 06/13/15
March 13, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew a grant with NYS Office of Children and Family Services for the Children’s Advocacy Center- Child Fatality Review Team.

The requested grant is for the term of February 1, 2019 – January 31, 2020 for $69,637 and involves amending the 2019 Departmental Budget to accept and utilize these funds.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization and Budget Amendment for Child Fatality Review Team

Date: March 6, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner
Attending Meeting: 

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

CONCERNING BUDGET AMENDMENTS
Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
Concerning Contract Authorizations:

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

Acceptance
Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap to enter text.

Contract Terms/Conditions:

Party (Name/address):
NYS OCFS
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $69,637
Scope of Services: Acceptance of Grant funding for the continuation of the Child Fatality Review Team

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

Concerning All Requests:

Mandated Program/Service: Yes □ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: ☑ Yes ☐ No
Anticipated in Current Budget: ☑ Yes ☐ No

County Budget Accounts:
Revenue Account and Line: AA6119 03407
Revenue Amount: $69,637

Appropriation Account and Lines: AA6119 44020 44032 44042 44046
Appropriation Amount: 1,697 6,850 50,140 10,950

Source of Funding - (Percentages)
Federal: 
State: 100%
County: 
Local: 

Term
Term: (Start and end date) 2/1/2019 - 1/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: 

Previous requests for Identical or Similar Action:
Resolution/Law Number: 17-347, 16-327, 15-351, 15-64, 13-490, 13-18
Date of Adoption: 9/11/17, 8/8/16, 9/14/15, 2/9/15, 11/12/13, 2/11/13

Justification: (state briefly why legislative action is requested)
Please See Attached
Department for Children, Youth and Families

Backup Material for Authorization of Grant Acceptance from the
New York State Office of Children and Family Services
For the Children’s Advocacy Center - Child Fatality Review Team, Contract Authorization with
SIDS of Pennsylvania Cribs for Kids,
and to Amend the 2019 Adopted Budget

The Department respectfully requests Legislative authorization to accept grant funding from the New York State Office of Children and Family Services (NYS OCFS) for the Children’s Advocacy Center—Child Fatality Review Team (CFRT) and amend the 2019 Adopted Department for Children, Youth and Families budget. The grant award is a five year award for the contract term of February 1, 2019 to January 31, 2024, with a total value of $348,185 with no County share for the term.

The Department requests authorization to accept the annual award amount of $69,637 for the period of February 1, 2019 to January 31, 2020 and to amend the 2019 Adopted Department for Children, Youth and Families budget accordingly. The Department also respectfully requests contract authorization with SIDS of Pennsylvania Cribs for Kids, through this grant award, in the amount of $10,950.00, for the term of February 1, 2019 to January 31, 2020.

The Albany County CFRT is a collaboration of professionals from various disciplines. The Albany County CFRT purpose and goals are to prevent future deaths and promote child safety. The Team reviews child fatalities, addresses systems issues, makes recommendations for improved practice for those agencies involved in child fatality investigations, and recommends measures to prevent future child fatalities and promote overall safety and well-being of children, especially surviving siblings.

The grant funds for the contract will be used to: 1) ensure educational information is made available to the public and professionals about risk factors that contribute to preventable child deaths such as unsafe sleeping practices for infants, pedestrian safety, bicycle safety, hyperthermia, pool safety and abusive head trauma (shaken baby syndrome) using an array of educational and media approaches; 2) continue a local chapter of the national Cribs for Kids organization and distribute cribs directly to those children in need; and 3) provide training to support continued improved practices and approaches of the multi-disciplinary team members.

The Team is currently comprised of representatives from the Child Protective Service of the Albany County Department for Children, Youth and Families (ACDCYF); the New York State Office of Children and Family Services (NYS OCFS); the Albany County Department of Health (DOH); the Albany County Coroner’s office (Coroner); the Office of the Albany County District Attorney (District Attorney); the Office of the Albany County Attorney (County Attorney); a representative of local police department(s)—Albany, Altamont, Bethlehem, Cohoes, Colonie, and Guilderland—in Albany County; a representative of the New York State Police; a representative of the Albany County Department of Emergency Services (EMS); and Albany County Sheriff’s Office; a pediatrician with expertise in the area of child abuse and maltreatment.

The Department for Children, Youth and Families – Children’s Advocacy Center has received funding in the past from NYS OCFS specifically for the Child Fatality Review Team. This funding has allowed, and will continue to support, the Albany County collaborative to increase public awareness and advocacy for the issues that affect the health and safety of children, as well as the team’s other stated purpose and goals.
March 4, 2019

Ms. Gail Geohagen-Pratt, Commissioner
Albany County Department for Children, Youth and Families
112 State Street, Room 300
Albany, NY 12207

Re: RFP # 2018-21 Child Fatality Review Teams
Local Proposal #4 for Albany County

Dear Ms. Geohagen-Pratt:

I am pleased to inform you that your organization's proposal submitted in response to the New York State Office of Children and Family Services (OCFS) RFP # 2018-21 Child Fatality Review Teams Program Request for Proposals has been selected for an award. This award and any contract that is developed as a result of it is subject to the continued availability of funding and contingent upon approval of the Office of the State Comptroller and the relevant budget office.

Contract Term: 2/1/2019 - 1/31/2024
Total Contract Value: $348,185
Annual Award Amount: $69,637

NOTE: It is imperative that you begin the contract development process immediately so that the contract is approved in a timely manner.

Contract Management System

Your agency is required to use OCFS' web-based Contract Management System (CMS) to manage contract development activities. Information on how to obtain user IDs and how to use CMS can be found online at http://ocfs.ny.gov/main/bcm/CMSContractorManual.pdf.

Contract Due Date: In the CMS schedule, you will be given fifteen (15) calendar days to fully develop the contract. This will require that all relevant documentation be submitted in a timely manner. If the contract is not completed and correctly developed within the scheduled number of calendar days, OCFS will notify you in writing that any interest payments that may have otherwise been due as a result of exceeding the prompt contracting timeframes, as described in Article XI-B of the State Finance Law, will be suspended from the day after the scheduled due date for your contract development until the contract...
documents are submitted. Failure to provide information required for contract development and approval may also delay your contract execution date.

**Important:** If your organization does not currently have access to CMS, or if you need to update users, it is important to complete the CMS Authorization Form and return it to OCFS immediately. The Authorization Form and instructions are attached for your convenience.

**Helpful Hint:** Use Internet Explorer when using CMS. CMS does not work in any other internet browser. Also, when uploading documents in CMS, upload them as a PDF to prevent any errors.

**Contracting Guides**

Please refer to the attached documents to assist you with the contracting process:
- CMS Authorization Form
- OCFS Agency Contact Information

**OCFS Contacts**

Your OCFS Program Manager will be contacting you concerning the contract development process, and will provide specific timeframes that you must adhere to while processing your contract documents to avoid any negative impact on the contracting process. In the meantime, please refer to the Contracting Guides and CMS instructions referenced above.

It is **important** that you read **all** the information referred to in this document and use the attachments that are sent to you. We recommend that you share this email with any staff that will be assisting you in the contract development process (program, fiscal, etc.). Future communications from OCFS will be primarily to the "CONUSER" and "CONSIG" that you enroll in the CMS schedule. There will only be one person assigned to each role in the CMS schedule. It is recommended that you designate at least two individuals with these roles, staff with the "CONUSER" role can develop the contract and "CONSIG" users can sign the contract.

Again, congratulations on your award. We look forward to working with you.

Sincerely,

Derek J. Holtzclaw
Deputy Commissioner for Administration

Attachments
# Child Advocacy Center -
## Child Fatality Review Team Grant Budget Amendment

### Appropriations

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<th>ACCOUNT</th>
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March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Authorization is requested to renew an agreement with Interfaith Partnership for the Homeless to provide emergency and transitional shelter for homeless persons, including room and board within a 30 bed facility serving both male and female, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
    Frank A. Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/6/2019
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Interfaith Partnership for the Homeless
176 Sheridan Avenue
Albany, NY 12210

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $602,000
Scope of Services:
Emergency and transitional shelter for homeless persons, including room and board within a 30 bed facility serving both male and female, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

**County Budget Accounts:**
Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: $12,040.00 $136,172.00 $60,200.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $12,040.00 $469,560.00 $120,400.00

**Source of Funding - (Percentages):**
- Federal: 2%
- State: 33%
- County: 65%

**Term**
Term: (Start and end date) 7/1/2019-6/30/2020
Length of Contract: 12 months

**Impact on Pending Litigation**
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

**Previous requests for Identical or Similar Action:**
Resolution/Law Number: 149
Date of Adoption: 4/9/2018

**Justification:** (state briefly why legislative action is requested)
Local Social Services districts are required to provide temporary shelter for homeless persons. Therefore, authorization is requested to renew a contract with Interfaith Partnership for the Homeless to provide emergency and transitional shelter for homeless persons in Albany County within a 30 bed facility serving both males and females.

This Interfaith shelter is equipped with an elevator and handicapped access for the disabled; the shelter also has a single room for at-risk individuals such as transgender persons. Also, eight beds at Interfaith are set aside for hospital discharges or other individuals who have special needs/disabilities such as mental illness, alcohol/substance abuse, mental retardation, developmental disability or medical frailty.

A portion of this contract is performance based whereby the provider assists residents to apply for temporary assistance, address the factors that underlie their homelessness and secure permanent housing or appropriate residential placement. During calendar year 2018, 528 residents were served.
March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Pursuant to NYS Executive Order 151, local social service districts must apply to reimburse providers for Code Blue, additional services. Therefore, we are requesting to accept the NYS supplement of $198,454.

The funds will be passed through to Interfaith Partnership for the Homeless and Homeless ($162,460) and Traveler’s Aid Society ($20,994) who provided these mandated services. Albany County Department of Social Services will also be receiving $15,000 for motel expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for code blue.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
    Frank A. Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/6/2019
Submitted By: Joseph DeAngelsi
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
NYS OTDA
40 North Pearl St.
Albany, NY 12207

Additional Parties (Names(addresses)):
Interfaith Partnership for the Homeless
176 Sheridan Avenue
Albany, NY 12210
Homeless and Traveler's Aid Society
136 Central Ave.
Albany, NY 12206
Albany County Dept. of Social Services
162 Washington Avenue
Albany, NY 12210

Amount/Raise Schedule/Fee: $198,454
Scope of Services: Interfaith Partnership for the Homeless, Homeless Traveler's Aid Society and Albany County DSS will provide Code Blue shelter services to protect homeless individuals from inclement winter weather where temperatures decreased to 32 degrees or below.

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

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 CRR-NY 304.1

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

County Budget Accounts:
Revenue Account and Line: AA6140 03640
Revenue Amount: $198,454

Appropriation Account and Line: AA6140 44046
Appropriation Amount: $198,454

Source of Funding - (Percentages)
Federal: 0%
State: 100%
County: 0%

Term
Term: (Start and end date) 10/1/2018-9/30/2019
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 152
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
18 CRR-NY 304.1 was established to protect homeless individuals from inclement winter weather where temperatures decreased to 32 degrees or below. The order ensured that homeless individuals were directed to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death. It also required homeless shelters to extend their hours of operations so that those without shelter can remain indoors. Albany County Department of Social Services has several contracted shelters which historically provide these services. Both Interfaith Partnership Safe Haven and Homeless and Travelers Aid Society extended their hours of operation during Code Blue days.

Pursuant to Executive Order 151, local social service districts must apply to reimburse themselves and/or providers for these additional Code Blue services. Therefore, we are requesting to apply for and accept the NYS supplement.
majority of the Code Blue funds will be passed through to Interfaith Partnership for the Homeless ($162,460), who provide these mandated services. Funds will also be utilized by Albany County Department of Social Services ($15,000) for motel expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for code blue. These individuals were either do not admit at all shelters, disqualified from THA due to multiple Independent Living Plan violations, or were found sleeping on the street and refused to come to DSS for shelter placement. We are also requesting funds for Homeless and Traveler’s Aide Society ($20,994) who supports all area CB shelters (an additional 120 beds) with after-hours intake, referral, and transportation assistance - this in addition to all traditional hotline activity and includes additional transportation costs by providing taxi, Uber/Lyft, and single swiper bus fare for individuals to be transported to these shelter beds.
March 5, 2019

Michele McClave, Commissioner
Albany County Department of Social Services
162 Washington Avenue
Albany, New York 12210

Dear Commissioner McClave:

I am pleased to inform you that the attached plan Albany County Department of Social Services submitted to OTDA to implement Office regulation 18 NYCRR 304 (Code Blue) has been approved. Attached, please find claiming instructions for these expenditures.

If you have any questions or need additional information, please feel free to contact me at (518) 474-3080 or by email at richard.umholtz@otda.ny.gov, or Sarah Watson at (518) 473-7367 or email sarah.watson@otda.ny.gov.

Sincerely,

Richard Umholtz
Director
Bureau of Housing and Support Services
Integrated Family Assistance Programs

Attachments

cc:  Acting Commissioner Hein
     Barbara Guinn
     Krista Rock
     Jeffrey Gaskell
     Michael Kendall
     Renee Nowicki
     Douglas Goglia
     Sarah Watson
     Michael Cody
## Budget Categories

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<th>SALARY COSTS</th>
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| NON-SALARY COSTS | | | |
|------------------| | | |
| 4. Contractual Costs | $ | - | $ |
| 5. Travel Costs | $ | - | $ |
| 6. Equipment Costs | $ | - | $ |
| 7. Supplies | $ | $16,200.00 | $16,200.00 |
| 8. Other Direct Expenses | $ | $9,000.00 | $9,000.00 |
| 9. Total Non-Salary Expenses | $ | - | $25,200.00 | $25,200.00 |

| CLIENT RELATED COSTS | | | |
|----------------------| | | |
| 10. Assistance Direct to Clients | $ | - | $ |
| 11. Transportation | $ | - | $ |
| 12. Other | $ | - | $ |
| 13. Total Client Related Costs | $ | - | $ |
| 14. Total Project Costs | $ | - | $162,460.00 | $162,460.00 |

Budget Narrative - Please use Attachment 4 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.
# Homelessness During Inclement Weather (Code Blue)

## Budget Form

Social Services District: Albany County Department of Social Services  
Provider Agency: Homeless and Travelers Aid Society of the Capital District, Inc. (HATAS)

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<tr>
<th>Budget Categories</th>
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Budget Narrative - Please use Attachment 5 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.
## Homelessness During Inclement Weather (Code Blue)

**Budget Form**

**Social Services District:** Albany County  
**Provider Agency:** Albany County DSS

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<th>Budget Categories</th>
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<td>3. Total Salary &amp; Fringe Benefits</td>
<td>$</td>
<td>- $</td>
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<td><strong>Non-Salary Costs</strong></td>
<td></td>
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<td>4. Contractual Costs</td>
<td>$</td>
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<tr>
<td>5. Travel Costs</td>
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<tr>
<td>6. Equipment Costs</td>
<td>$</td>
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<tr>
<td>7. Supplies</td>
<td>$</td>
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<tr>
<td>8. Other Direct Expenses</td>
<td>$15,000</td>
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<td>9. Total Non-Salary Expenses</td>
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<td><strong>Client Related Costs</strong></td>
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<td>10. Assistance Direct to Clients</td>
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<td>11. Transportation</td>
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<td>13. Total Client Related Costs</td>
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<td>14. Total Project Costs</td>
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</table>

**Budget Narrative** - Please use Attachment 5 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.
March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Authorization is requested to renew an agreement with St. Catherine’s Center for Children to operate a 24-unit, State Certified Tier II Family Shelter, for the provision of emergency housing and related services to temporary assistance-eligible homeless families with children.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/6/2019
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☒ Professional Services
- ☐ Education/Training
- ☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
St. Catherine's Center for Children-Marillac Residence
40 North Main Avenue
Albany, NY 12203

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $1,200,000.00
Scope of Services: Operation of a 24-unit, State Certified Tier II Family Shelter, for the provision of emergency housing and related services to temporary assistance-eligible homeless families with children.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18NYCRR - Parts 352.8 and 900

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

County Budget Accounts:
Revenue Account and Line: AA6109 04609
Revenue Amount: $1,200,000.00

Appropriation Account and Line: AA6109 44046
Appropriation Amount: $1,200,000.00

Source of Funding - (Percentages)
Federal: 100%
State: 0%
County: 0%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 151
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Therefore, authorization is requested to renew an agreement with St. Catherine’s Center for Children to operate the Marillac Residence at the State-approved per diem rate of $145.18 per family.

Marillac Residence, operated by St. Catherine’s Center for Children, is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA. Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Marillac provides families with recreational events, around the clock supervision and security throughout the facility. The per diem rate also incorporates anticipated routine costs related to ensuring, maintaining and repairing the building and grounds located at 195 Washington Avenue Extension. During calendar year 2018 84 families were served.
March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local social service districts are required to provide Emergency and Transitional shelter for homeless households. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide Emergency and Transitional shelter for homeless households (primarily families) on a room and board basis (60 rooms). Case management is provided to facilitate family placement in permanent housing or other approved congregate facilities.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
    Frank A. Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/5/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep. 
Attending Meeting: Michele McClave, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap to enter text.

Contract Terms/Conditions:

Party (Name/address):
The Altamont Program
428 Duane Ave.
Schenectady, N.Y. 12301

Additional Parties (Names_addresses):
Click or tap here to enter text.

Amount/Rate Schedule/fee: $1,300,000.00
Scope of Services:
Emergency and transitional shelter for homeless households (primarily families) on a room and board basis (60 rooms). Case management is provided to facilitate family placement in permanent housing or other approved congregate facilities.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: $1,170,000.00 $18,850.00 $32,500.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $1,170,000.00 $65,000.00 $65,000.00

Source of Funding - (Percentages)
Federal: 90%
State: 4%
County: 6%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 150
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Justification: (State briefly why legislative action is requested) Local Social Service districts are required to provide temporary shelter to homeless individuals and families. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide emergency shelter at The Schuyler Inn. This contract provides for Albany County DSS to place homeless in up to 60 rooms at the Schuyler Inn. There are several advantages to temporarily sheltering homeless families at the Schuyler Inn rather than other shelters or hotels/motels. Unlike hotels/motels, Schuyler Inn provides families with three meals a day, 7 days a week. The provision of prepared meals, allows us to reduce or eliminate the meal allowance we are required to give to homeless individuals and families while staying at other hotels/motels. In addition, the Schuyler Inn provides case management services with the goal of helping families and individuals to learn to live independently and transition into permanent housing and provide a linkage to vocational and employment opportunities. Having our homeless families centrally located at the Schuyler Inn allows us to monitor their cases, deliver more efficient case management services and collaborate with our Solutions to End Homelessness Program (STEHP), provided by Legal Aid Society. Further, Schuyler Inn is able to actively coordinate and communicate with DSS, Homeless and Travelers Aid Society (HATAS), Albany School District Liaison, and St. Catherine’s Center staff to help families move more quickly and appropriately to either permanent housing or the Marillac Family Shelter. Schuyler Inn also maintains a VISTA volunteer program to provide child care, homework help and other needed assistance to families residing there. During the 2018 calendar year 789 homeless families and individuals were housed at the Schuyler Inn.
March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local social service districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew an agreement with St. Peter’s Addiction Recovery Center to provide shelter services to individuals with mental illness, chronic alcoholism, or other behavioral problems who are unable to secure shelter in other facilities. This is an 11 bed emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/5/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
St. Peter’s Addiction Recovery Center, Inc.
3 Mercy Lane
Guilderland, New York 12084

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $244,000.00
Scope of Services: 11 bed Emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
File #: TMP-0697, Version: 1

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

County Budget Accounts:
Revenue Account and Line: AA6140 03640, AA6142 03642
Revenue Amount: $56,608.00, $24,400.00

Appropriation Account and Line: AA6140 44046, AA6142 44046
Appropriation Amount: $195,200.00, $48,800.00

Source of Funding - (Percentages)
Federal: 0
State: 33%
County: 67%

Term:
Term: (Start and end date) 7/1/2019-6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation: Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 148
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew a contract with St. Peter’s Addiction Recovery Center (SPARC) to provide shelter services to individuals with mental illness, chronic alcoholism, or other behavioral problems who are unable to secure shelter in other facilities.

In addition to room and board, SPARC provides assistance to its residents by addressing the problems underlying their homelessness and provides case management services which assist clients in securing permanent housing or residential placement. SPARC provides an 11-bed emergency shelter that serves homeless adults (9 males, 2 females).

The SPARC contract renewal represents a cooperative initiative by Albany County and the City of Albany whereby Albany County, through the Department of Social Services, provides reimbursement for shelter services through temporary assistance programs while the City of Albany provides the facility site.

During the 2018 calendar year 238 clients were served at SPARC
March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal represents a transitional/enhanced services agreement targeting residents with mental health, alcohol/substance abuse, health, developmental, and other disabilities or special needs.

Therefore, authorization is requested to renew an agreement with Catholic Charities to provide emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

Sincerely,

[Signature]

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/5/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep. Michele McClave, Commissioner
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual

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CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Catholic Charities of the Diocese of Albany
40 North Main Avenue
Albany, NY 12203

Additional Parties (Names/addresses): Click or tap here to enter text.

Amount/Raise Schedule/Fee: $972,400.00
Scope of Services: Emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6109 04609, AA6140 03640, AA6142 03642
Revenue Amount: $97,240.00, $197,397.00, $97,240.00

Appropriation Account and Line: AA6109 44046, AA6140 44046, AA6142 44046
Appropriation Amount: $97,240.00, $680,680.00, $194,480.00

Source of Funding - (Percentages)
Federal: 10%
State: 30%
County: 60%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☒ No ☐
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 147
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal represents a transitional/enhanced services component targeting residents with mental health, alcohol/substance abuse, health, developmental, and other disabilities or special needs.

This contract renewal is a performance-based reimbursement model, emphasizing assisting residents to apply for Temporary Assistance in order to address the factors that underlie their homelessness and to secure permanent housing or appropriate residential placement. Independent Living Plans are developed and consist of tasks which include addressing specific barriers to self-sufficiency. Examples would include: complete apartment searches, attend drug/alcohol or employment programs, follow up with legal issues (child/spousal support).

Emergency and Transitional Shelter Programs
Mercy House
40 North Main Avenue
Albany, NY 12203
Emergency Shelter, $468,000, 19 Beds
Adult Females and Families
St. Charles Lwanga Center
40 North Main Avenue
Albany, NY 12203
Emergency Shelter, $504,400, 19 Beds
Adult Males
March 7, 2019

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Please find enclosed a Request for Legislative Action to be considered at the March 2019 Conservation, Sustainability and Green Initiatives Committee meeting.

In accordance with NYS Agriculture and Markets Law, a public hearing on the proposed annual additions to Albany County Agricultural Districts must be held to receive comment on the recommended modifications.

If you have any questions, please feel free to contact me at 447-5670.

Sincerely,

Laura DeGaetano
Sr. Natural Resource Planner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request public hearing on annual Agricultural District Review

Date: March 7, 2019
Submitted By: Laura DeGaetano
Department: Economic Development, Conservation and Planning
Title: Sr. Natural Resource Planner
Phone: 518-447-5670
Department Rep.: 
Attending Meeting: Laura DeGaetano

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) Set Public hearing

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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: Yes ☒ No ☐
If Mandated Cite Authority:
Agricultural Districts law 25AA

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: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) Click or tap here to enter text.
Length of Contract: 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: Resolution 207
Date of Adoption: May 14, 2018

Justification: (state briefly why legislative action is requested)
The Albany County Legislature has established an annual thirty-day review period beginning February 1, during which, landowners can request inclusion of lands in an Agricultural District. In accordance with NYS Agriculture and Markets Law, a public hearing on proposed annual additions to Albany County Agricultural Districts must be held to receive comment on the proposed additions.
Recommendations of the Albany County Agricultural and Farmland Protection Board  
Annual Agricultural District Review 2019  

Prepared by Laura DeGaetano – Albany County Department of Economic Development, Conservation and Planning March 2019  

Pursuant to Article 25-AA section 303-b of NYS Agricultural and Markets Law, the Albany County Legislature established an annual review period beginning on February 1 during which property owners may apply to add land to any of the County’s three Agricultural Districts. On behalf of the County Legislature, the County Office of Natural Resource Conservation conducted a review of all landowner applications for inclusion in a District. The findings of this review, which relied on information provided by the landowner, analysis of aerial photos, and in some cases, a field assessment of the subject parcels, have been reviewed by the Agricultural and Farmland Protection Board. Based on this review, the following report and recommendations are submitted for consideration by the County Legislature.

A total of thirteen (13) parcels were submitted for consideration to be included in Albany County Agricultural Districts during the 30-day annual review period beginning February 1, 2019. Of the parcels submitted, seven (7) were found to be consistent with the intent of agricultural districting and are recommended for inclusion in the appropriate Agricultural District. Parcels 95.-4-31.42, 131.00-1-2.1,131.00-1-2.2 were found to already be included in the Districts. Parcel 95.-3-33.3 was partially included and was corrected to include the entire parcel through a parcel line adjustment during the 2018 Agricultural District #3 review. Parcels 116.-3-37, and 106.-2-17.4 were found not to have predominantly viable agricultural land or production as defined in Agricultural District Law 25AA at this time and so were not recommended for inclusion in the District. A summary of parcel information and Board recommendations are in included in the table below.

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<td>Hay/Horticulture</td>
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<tr>
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<td>106.-2-17.4</td>
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<td>3</td>
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<tr>
<td>New Scotland</td>
<td>95.-3-33.3</td>
<td>7</td>
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<td>40</td>
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<td>160.00-1-58</td>
<td>7.8</td>
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<td>Apiary</td>
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<td>116.-3-37</td>
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<td>Total Acres Added</td>
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Howard Zimmer – Chairman / Tom DellaRocco / Laura DeGaetano / Tom Gallagher/Paul Miller/ Harold E. Hahn/ John Santacrose/ Maggie Alix / John O'PEZIO / Mark Stanton / Ed Kleinke