AGENDA

AUDIT AND FINANCE COMMITTEE

JUNE 26, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

1. RESOLUTION NO. 280 FOR 2018: AUTHORIZING ALBANY COUNTY'S PARTICIPATION IN THE SALES TAX FREE WEEK FOR 2018 ON ITEMS OF CLOTHING AND SHOES COSTING LESS THAN $110

2. LOCAL LAW NO. "R" FOR 2018: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PROHIBITING ALBANY COUNTY GOVERNMENT FROM ASSISTING IN THE INVESTIGATION OF CITIZENSHIP OR IMMIGRATION STATUS OF ANY PERSON

3. RESOLUTION NO. 376 FOR 2018: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "R" FOR 2018

4. 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

5. RESOLUTION NO. 204: AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 171 TROY SCHENECTADY ROAD (TAX MAP NO. 32.1-2-5.2) IN THE TOWN OF COLONIE
6. RESOLUTION NO. 210: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO ESTABLISH ENVIRONMENTALLY FRIENDLIER WASTE MANAGEMENT PRACTICES

7. RESOLUTION NO. 211: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE RECREATIONAL OPPORTUNITIES FOR CHILDREN

8. RESOLUTION NO. 212: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE LEARNING OPPORTUNITIES FOR DISABLED CHILDREN


10. RESOLUTION NO. 214: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO REDUCE RECIDIVISM BY SUPPORTING JAIL TRANSITION PROGRAM

11. RESOLUTION NO. 215: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO MAKE THE ALBANY COUNTY RAIL TRAIL SAFER

12. RESOLUTION NO. 217: AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES

13. RESOLUTION NO. 221: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO KEEP ALBANY COUNTY SENIORS ON THE MOVE

CURRENT BUSINESS:

14. AUTHORIZING AN AGREEMENT WITH MEGGITT TRAINING SYSTEMS, INC REGARDING THE PURCHASE OF A MOBILE RANGE TRAILER AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET

15. AUTHORIZING THE ALBANY COUNTY SHERIFF TO CREATE TWO DEPUTY SHERIFF POSITIONS AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET

17. AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 510 ALBANY SHAKER ROAD (TAX MAP NO. 43.13-1-1) IN THE TOWN OF COLONIE REGARDING THE INSTALLATION OF A TRAFFIC SIGNAL

18. AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTRACTUAL EXPENSES

19. AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MARRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE ALBANY COUNTY NURSING HOME

20. AUTHORIZING AN AGREEMENT WITH TC EQUIPMENT LLC REGARDING THE PURCHASE OF FURNITURE AT THE ALBANY COUNTY NURSING HOME

21. AUTHORIZING AN AGREEMENT WITH STANDARD COMMERCIAL INTERIORS REGARDING THE PURCHASE, STORING AND INSTALLATION OF OFFICE FURNITURE AT THE ALBANY COUNTY NURSING HOME

22. AUTHORIZING AN AGREEMENT WITH STANDARD COMMERCIAL INTERIORS REGARDING THE PURCHASE, STORING AND INSTALLATION OF RESIDENTIAL FURNITURE AT THE ALBANY COUNTY NURSING HOME

23. AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 81 ORANGE STREET (TAX MAP NO. 76.25-1-33) IN THE CITY OF ALBANY REGARDING COUNTY SNOW REMOVAL SERVICES

24. AUTHORIZING THE CONVEYANCE OF PARCELS OF REAL PROPERTY LOCATED AT 215, (TAX MAP NO. 64.54-4-6) 219 (TAX MAP NO. 64.54-4-7) AND 221 SEMINOLE AVENUE (TAX MAP NO. 64.54-4-8) IN THE CITY OF ALBANY

25. RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 250 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 54 BRIDGE STREET (TAX MAP NO. 121.03-2-21) AND THE PROPERTY KNOWN AS BRIDGE STREET (TAX MAP NO. 121.03-2-22) IN THE TOWN OF BETHLEHEM

26. AUTHORIZING A RELEASE OF RIGHTS OF REACQUISITION TO 10 OSBORNE STREET (TAX MAP NO. 76.56-3-16) IN THE CITY OF ALBANY

27. AUTHORIZING THE CANCELLATION AND CHARGE BACK OF UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 344 SOUTH PEARL STREET (TAX MAP NO. 76.65-4-35) AND 89 NORTH SWAN STREET (TAX MAP NO. 65.82-2-59) IN THE CITY OF ALBANY
28. AUTHORIZING A CORRECTION TO THE TAX ROLL FOR THE CITIES OF ALBANY AND WATERVERLIT AND THE TOWNS OF BERNE, COEYMANS, COLONIE AND RENSSELAERVILLE

29. AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2018 THROUGH MARCH 31, 2019

30. AMENDING RESOLUTION NO. 248 FOR 2019 REGARDING THE CONVEYANCE OF REAL PROPERTY AT 543 NORTH PEARL STREET (TAX MAP NO. 65.44-1-4) IN THE CITY OF ALBANY
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Audit and Finance Committee of the Albany County Legislature met on May 24, 2019. Messrs. Clay, Burgdorf, Grimm, R. Joyce, Mendick, and Ms. Willingham were present. Chairperson Dawson, Messrs. Higgins and O'Brien were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorization to Submit a Grant Application and an Agreement with the New York State Division of Criminal Justice Services Regarding the Crimes Against Revenue Program: The Chief of Staff of the Albany County District Attorney's Office requested authorization to apply for grant funding and to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Crimes Against Revenue Program in the amount of $299,710 for the term commencing January 1, 2019 and ending December 31, 2019. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing the Submission of a Grant Application and an Agreement with the New York State Division of Criminal Justice Services Regarding the Gun Involved Violence Elimination Initiative and Amending the 2019 District Attorney's Office Budget: The Chief of Staff of the Albany County District Attorney's Office requested authorization to submit a grant application and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination Initiative Grant in the amount of $236,740 for the term commencing July 1, 2019 and ending June 30, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Amending the 2019 District Attorney's Budget: Salary Adjustment: The Chief of Staff of the Albany County District Attorney's Office requested a budget amendment to appropriate $2,047 of funding for an increase in salary for the District Attorney pursuant to New York State Judiciary Law §183-a which provides that the salary of the District Attorney shall be the same as a County Judge. Burgdorf raised concerns over whether benefits such as longevity pay should be considered as salary for purposes of determining what a District Attorney's salary is as it relates to New York State Judiciary Law §183-a and requested that an advisory opinion from the state be sought on this issue. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
4. Authorizing the Submission of a Grant Application to the New York State Division of Homeland Security and Emergency Services Regarding the State Homeland Security and Law Enforcement Terrorism Prevention Programs: Senior Policy Analyst Michael Lalli from the County Executive's Office requested authorization to submit a grant application to the New York State Division of Homeland Security and Emergency Services regarding the State Homeland Security Program and the State Law Enforcement Terrorism Prevention Program. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing the Acceptance of New York State Department of Transportation Multi-Modal Grant Funding Regarding Traffic Control Improvements on Albany Shaker Road and Amending the 2019 Albany County Budget: Senior Policy Analyst Lucas Rogers from the County Executive's Office requested authorization to accept Multi-Modal grant funding and amend the 2019 Albany County Budget to incorporate this funding in order to support the installation of a new traffic signal at the intersection of Albany Shaker Road and Shaker El. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Resolution No. 217: Amending the Rules and Regulations for Albany County Employees Regarding Health Insurance Benefits for Retirees: After brief discussion, the Committee voted unanimously to table the proposal.

7. Resolution No. 218: Requesting That the Albany County Executive and Commissioners of the Department of Human Resources and Office of Management and Budget Complete a Feasibility Study Regarding the Incorporation of Certain Health Insurance Benefits for Retirees into the Proposed Regional Health Care Consortium: After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

8. Amending the 2019 Albany County Budget: Salary Adjustments: Albany County Department of Management and Budget Deputy Commissioner David Reilly requested authorization to amend the 2019 Albany County Budget to adjust the salaries for various county positions. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

9. Authorizing the Execution of an Option Agreement with St. Catherine's Center for Children and the Conveyance of Real Property Located at 543 North Pearl Street (Tax Map No. 65.44-1-4) in the City of Albany: Albany County Department of Management and Budget Deputy Commissioner David Reilly
requested authorization to execute an option agreement with St. Catherine's Center for Children regarding the purchase of real property located at 543 North Pearl Street in the City of Albany for the purpose of supportive housing and ancillary community programs. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

10. Authorizing an Agreement with the Albany County Land Bank Corporation Regarding ePropertyPlus Software: Albany County Department of Management and Budget Deputy Commissioner David Reilly requested authorization to enter into an agreement with the Albany County Land Bank Corporation regarding access and use of their ePropertyPlus software in an amount not to exceed $6,078 for a term commencing June 18, 2019 and ending January 18, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

11. Authorizing the Conveyance of Various Parcels of Real Property to the Albany County Land Bank Corporation: Albany County Department of Management and Budget Deputy Commissioner David Reilly requested authorization to convey 45 parcels of real property located in the Cities of Albany and Cohoe and the Towns of Berne, Bethlehem, Colonie, Knox, and New Scotland to the Albany County Land Bank Corporation. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

12. Rescinding the Conveyance of Real Property Pursuant to Resolution No. 271 for 2018 and Authorizing the Conveyance of 182 Brevator Street (Tax Map No. 53.82-1-9) in the City of Albany: Albany County Department of Management and Budget Deputy Commissioner David Reilly requested authorization to rescind the conveyance of 182 Brevator Street in the City of Albany to the Albany County Land Bank Corporation and to convey the property to previous owner Clara Galus for the amount of all back taxes and fees due on the parcel. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

13. Authorizing a Correction to the Tax Rolls for the City of Albany: The Director of the Real Property Tax Service Agency requested authorization to correct the tax rolls for the City of Albany regarding 118 Arch Street (Tax Map No. 76.57-4-9). After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

14. Authorizing the Refund of Real Property Taxes in the City of Albany: the Director of the Real Property Tax Service Agency requested authorization to
correct the tax rolls for the City of Albany and refund real property taxes with respect to 37 Buell Street (Tax Map No. 53.82-2-13) and 8 Harding Street (Tax Map No. 64.79-1-42). After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.


19. Resolution No. 204: Authorizing the Conveyance of Real Property Located at 171 Troy Schenectady Road (Tax Map No. 32.1-2-5.2) in the Town of Colonie: After brief discussion, the Committee voted unanimously to table the proposal.


24. **Resolution No. 214:** Amending the 2019 Albany County Budget: Contingent Account Adjustment to Reduce Recidivism by Supporting Jail Transition Program: Tabled at the Request of the Sponsor.

25. **Resolution No. 215:** Amending the 2019 Albany County Budget: Contingent Account Adjustment to Make the Albany County Rail Trail Safer: Tabled at the Request of the Sponsor.

26. **Resolution No. 221:** Amending the 2019 Albany County Budget: Contingent Account Adjustment to Keep Albany County Seniors on the Move: Tabled at the Request of the Sponsor.

Respectfully Submitted,
THE AUDIT AND FINANCE COMMITTEE

CHARLES DAWSON, JR., Chairperson
WILLIAM CLAY
CHRISTOPHER HIGGINS
RAYMOND F. JOYCE
JOSEPH O'BRIEN

WANDA WILLINGHAM
PAUL BURGDORF
RICHARD MENDICK
MARK E. GRIMM
RESOLUTION NO. 280

AUTHORIZING ALBANY COUNTY'S PARTICIPATION IN THE SALES TAX FREE WEEK FOR 2018 ON ITEMS OF CLOTHING AND SHOES COSTING LESS THAN $110

Introduced: 6/11/18
By Messrs. Frainier, Feeney, A. Joyce, Mauriello, Beston, Bullock, Ms. Cunningham, Messrs. Domalewicz, Higgins, R. Joyce, Ms. Lekakis, Mr. Mayo, Ms. McKnight, Mr. O'Brien, Ms. Plotsky, Mr. Ward, Ms. Willingham, Messrs. Burgdorf, Crouse, Drake, Grimm and Ms. Lockart:

WHEREAS, Pursuant to New York State Tax Law Section 1115(a)(30) individual items of clothing and footwear costing less than $110 are exempted from the state’s 4% sales tax, and

WHEREAS, The [action by the State Legislature cancels the State’s 4¼ percent sales tax on these items for the week-long period and gives] Counties have the opportunity to decide whether to participate, and

WHEREAS, The Albany County Legislature wants to provide Albany County residents with the benefit of this State legislation and desire to enhance the State’s sales tax-free exemption by providing Albany County residents with an exemption from the 4 percent local sales tax on individual items of clothing and footwear costing less than $110 for [this important back-to-school] shopping period commencing September 1, 2018 and ending September 3, 2018 [set forth by the State of New York for 2018], now, therefore be it

RESOLVED, That the Albany County Legislature authorizes the County's participation in the sales tax-free period commencing September 1, 2018 and ending September 2, 2018 [week that the State of New York adopts] for the year 2018, and, be it further

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

Referred to Audit and Finance Committee – 6/11/18
LOCAL LAW NO. "R" FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PROHIBITING ALBANY COUNTY GOVERNMENT FROM ASSISTING IN THE INVESTIGATION OF CITIZENSHIP OR IMMIGRATION STATUS OF ANY PERSON

Introduced: 7/9/18
By Messrs. Fein, Simpson and Bullock:

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

Section 1. Title

This local law shall be known as the “Welcoming Albany County Act”

Section 2. Legislative Intent

The Legislature finds that Albany County has a diverse population, with residents from many different cultures and backgrounds, including many different races, ethnicities, faiths, and national origins.

The Legislature further finds that the residents of Albany County benefit from the County’s diverse cultural heritage.

The Legislature further finds that it is in the best interest of the residents of Albany County to be a welcoming place for all people of all walks of life with no deference to nationality or citizenship.

Therefore, the purpose of this local law is to ensure that Albany County is a welcoming place for all individuals and that Albany County officials do not investigate individuals' immigration or citizenship status, do not participate in the enforcement of Federal immigration law, and leave the enforcement of Federal immigration law to Federal officials.

Section 3. Definitions

As used in this local law, the following terms shall have the meanings indicated:

A. "Administrative warrant" means an immigration warrant of arrest, order to detain or release aliens, notice of custody determination, notice to appear, removal order, warrant of removal, or any other document, issued for a civil immigration enforcement purpose and that is not issued or signed by a judge
appointed pursuant to article III of the United States constitution or a federal magistrate judge appointed pursuant to 28 U.S.C. § 631. This definition includes, but is not limited to, administrative warrants entered into the Federal Bureau of Investigation's National Crime Information Center database. This definition does not include any criminal warrants issued upon a judicial determination of probable cause and in compliance with the requirements of the Fourth Amendment to the U.S. Constitution and New York law.

B. "Agency" means every Albany County department, agency, division, commission, council, comité, board, or other body established by authority of a local law, resolution, or executive order, and shall encompass, for the purposes of this local law, all contractors performing work on behalf of the county.

C. "Agent" means any person employed by or acting on behalf of an agency or county contractor.

D. "CBP" means the United States Customs and Border Protection agency and shall include any successor agency charged with the enforcement of federal civil immigration laws.

E. "Certification" means any law enforcement certification or statement required by federal immigration law including, but not limited to, the information required by Section 1184(p) of Title 8 of the United States Code (including current United States Citizenship and Immigration Service Form I-918, Supplement B, or any successor forms) for purposes of obtaining a U visa, or by Section 1184(o) of Title 8 of the United States Code (including current United States Citizenship and Immigration Service Form I-914, Supplement B, or any successor forms) for purposes of obtaining a T visa.

F. "Certifying agency" means Albany County law enforcement agency or other authority that has responsibility for the investigation, prosecution, or sentencing of qualifying criminal activity. "Certifying agency" includes any agency that has criminal investigative jurisdiction in its respective areas of expertise.

G. "Citizenship or immigration status" means an individual's recorded citizenship or immigration status, as such status is defined in the federal immigration and nationality act, at the time an agent or agency receives such information.

H. "Contact information" means home address, work address, telephone number, electronic mail address, social media information, or any other information that can be used as a means of locating or contacting an individual.
I. “Eligible for release from custody” means that the person may be released from custody because one of the following conditions has occurred:

a. All criminal charges against the person have been dropped or dismissed.
   b. The person has been acquitted of all criminal charges filed against him or her.
   c. The person has served all the time required for his or her jail or prison sentence.
   d. The person is ordered to be released from custody pending the disposition of his or her pending criminal case.
   e. The person has posted a bond.
   f. The person is otherwise eligible for release under state or local law, or local policy.

J. “Family member” means a person’s (i) mother, father, spouse, brother or sister (including blood, step or half), son or daughter (including blood, step or half), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild; or (ii) court-appointed legal guardian or a person for whom the person is a court-appointed legal guardian; or (iii) domestic partner or the domestic partner’s mother, father, brother, sister (including blood, step, or half), son or daughter (including blood, step or half).

K. “ICE” means the United States Immigration and Customs Enforcement agency and shall include any successor agency charged with the enforcement of federal civil immigration laws.

L. "Immigration detainer" means a request by ICE or CBP to a federal, state, or local law enforcement agency that requests that the law enforcement agency provide notice of release or maintain custody of an individual, including detainers issued pursuant to Sections 1226 or 1357 of Title 8 of the United States Code or 287.7 or 236.1 of Title 8 of the Code of Federal Regulations. These detainers include DHS Form I-247-A “Immigration Detainer – Notice of Action”; DHS Form I-247D “Immigration Detainer – Request for Voluntary Action”; DHS I-247X “Request for Voluntary Transfer”; DHS Form I-247N “Request for Voluntary Notification of Release,” or any successor forms.

M. “Immigration enforcement operation” means any operation that is primarily for the purpose of identifying or apprehending a person or persons: 1) in order to subject them to civil immigration detention, removal or deportation proceedings, and/or removal or deportation from the United States; or 2) to criminally prosecute a person or persons for offenses related to immigration status, including but not limited to violations of Sections 1253, 1304, 1306(a) and (b), 1325, or 1326 of Title 8 of the United States Code, or violations of Sections 1028A or 1546 of Title 18 of the United States Code.
N. "Judicial warrant" means a warrant based on probable cause and issued by a judge appointed pursuant to article III of the United States constitution or a federal magistrate judge appointed pursuant to 28 USC 631, that authorizes federal immigration authorities to take into custody the person who is the subject of such warrant. This does not include warrants or orders issued by employees of the Department of Homeland Security, the Department of Justice, or the Executive Office for Immigration Review.

O. "Qualifying criminal activity" means any activity involving one or more of the following or any similar activity in violation of federal, state, or local criminal law: rape; torture; trafficking; incest; domestic violence; sexual assault; abusive sexual contact; prostitution; sexual exploitation; female genital mutilation; being held hostage; peonage; involuntary servitude; slave trade; kidnapping; abduction; unlawful criminal restraint; false imprisonment; blackmail; extortion; manslaughter; murder; felonious assault; witness tampering; obstruction of justice; perjury; fraud in foreign labor contracting (as defined in Section 1351 of Title 18 of the United States Code); or attempt, conspiracy, or solicitation to commit any of the above-mentioned crimes. This list of qualifying criminal activity is not a list of specific statutory violations, but instead a list of general categories of criminal activity. Activity not listed in the first sentence of this definition shall be presumed to be qualifying criminal activity when its nature and elements are substantially similar to any qualifying criminal activity listed herein. Qualifying criminal activity that occurs during the commission of non-qualifying criminal activity shall be considered qualifying criminal activity regardless of whether criminal prosecution was sought for the qualifying criminal activity.

P. "Victim of qualifying criminal activity" means any individual who has reported qualifying criminal activity to a law enforcement agency or certifying agency, or has otherwise participated in the detection, investigation, or prosecution of qualifying criminal activity, who has suffered direct or proximate harm as a result of the commission of any qualifying criminal activity and may include, but is not limited to, an indirect victim, regardless of the direct victim's immigration or citizenship status, including the spouse, children under 21 years of age, and, if the direct victim is under 21 years of age, deceased, incompetent or incapacitated, parents and unmarried siblings under 18 years of age of the direct victim. A bystander victim may also be considered as a "victim of qualifying criminal activity." More than one victim may be identified and provided with certification depending upon the circumstances. For purposes of this definition, the term "incapacitated" means unable to interact with law enforcement agency or certifying agency personnel as a result of a cognitive impairment or other physical limitation, or because of physical restraint or disappearance.

Section 4. Requesting information prohibited
No agent or agency shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person, except as may be required under Section 10 of this local law, unless such inquiry or investigation is required by court order. Notwithstanding this provision, the Albany County attorney may investigate and inquire about citizenship or immigration status when relevant to potential or actual litigation or an administrative proceeding in which the county is or may be a party.

Section 5. Conditioning benefits, services, or opportunities on immigration status prohibited

A. No agent or agency shall condition the provision of Albany County benefits, services, or opportunities on matters related to citizenship or immigration status unless required to do so by state or federal law, or court order.

B. Where presentation of a driver’s license or identification card issued by New York State or any U.S. State or U.S. territory is accepted as adequate evidence of identity, presentation of a photo identity document issued by another country, such as a driver’s license, passport, or consular identification document or presentation of a photo identity issued by a school, college, or employer located in the United States, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment than if the person had provided a driver’s license or identification card issued by New York State or any U.S. State or U.S. territory except that this subsection (b) shall not apply to the completion of the federally mandated I-9 forms.

C. In order to ensure that eligible persons are not deterred from seeking Albany County benefits, services, or opportunities, all agencies shall review their confidentiality policies and identify any changes necessary to ensure that information collected from individuals is limited to that necessary to perform agency duties and is not used or disclosed for any other purpose, except as may be required under Section 10 of this local law. Any necessary changes to those policies shall be made within 60 days of the adoption of this local law, consistent with agency procedures.

D. All applications, questionnaires, and interview forms used in relation to Albany County benefits, opportunities, or services shall be promptly reviewed by the pertinent agencies and any questions regarding citizenship or immigration status, other than those required by statute, federal law, or court order, shall be deleted within 60 days of the adoption of this local law.

Section 6. Immigration enforcement actions and Federal responsibility
A. No agency or agent shall stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent, based on any of the following:

a. an immigration detainer;
b. an administrative warrant; or
c. any other basis that is based solely on the belief that the person is not present legally in the United States, or that the person has committed a civil immigration violation.

B. No agency or agent shall accept requests by ICE, CBP, or other agencies to support or assist in any capacity with immigration enforcement operations, including but not limited to requests to (1) provide information (including custody status, release date, home address, or work address) regarding persons who may be the subject of immigration enforcement operations except as may be required under Section 10 of this local law, (2) investigate or interrogate such persons, (3) establish traffic perimeters, or (4) otherwise be present to assist or support an operation. In the event an agent receives a request to support or assist in an immigration enforcement operation, he or she shall report the request to his or her supervisor, who shall decline the request, except as may be required under Section 10 of this local law, and document the declination in an interoffice memorandum to the agency director through the chain of command.

C. No agency or agent shall enter into an agreement under Section 1357(g) of Title 8 of the United States Code or any other federal law that authorizes or permits state or local governmental entities to enforce federal civil immigration laws.

D. Unless presented with a valid and properly issued judicial warrant, no agency or agent shall:

a. stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent;
b. permit ICE or CBP agents access to a person being detained by, or in the custody of, the agency or agent;
c. transfer any person into ICE or CBP custody;
d. permit ICE or CBP agents use of agency facilities, information (except as may be required under Section 10 of this local law), or equipment, including any agency electronic databases, for investigative interviews or other investigative purpose or for purposes of executing an immigration enforcement operation; or
e. expend time to respond to ICE or CBP inquiries or communicate with ICE or CBP regarding a person’s custody status, release date, home address, work address, or other information, except as may be required under Section 10 of this local law.
Section 7. Certifications for victims of qualifying criminal activity

A. A certifying agency shall execute any certification requested by any victim of qualifying criminal activity or representative of the victim including, but not limited to, the victim’s attorney, accredited representative, or domestic violence service provider, within 45 days of receiving the request. If the victim seeking certification is in federal immigration removal proceedings, the certifying agency shall execute the certification within 14 days of receiving the request. If the victim or the victim’s children would lose any benefits under Sections 1184(p) and 1184(o) of Title 8 of the United States Code by virtue of having reached the age of 21 years within 90 days after the certifying agency receives the certification request, the certifying agency shall execute the certification no later than 14 days before the date on which the victim or child would reach the age of 21 years. Requests for expedited certification must be affirmatively raised by the victim.

B. If a certifying agency denies a request for certification, the agency shall notify the applicant in writing of the basis for the denial and the process for appealing the denial to the agency head. Within 90 days of receiving an applicant’s letter appealing a denial, the certifying agency head shall notify the applicant in writing that the appeal is rejected and the initial denial is upheld or that the appeal is granted and the certifying agency will issue a certification.

C. The head of each certifying agency shall perform, or designate an agent with a supervisory role within the agency to perform, the following responsibilities:

a. respond to requests for certifications;
b. provide outreach to victims of qualifying criminal activity to inform them of the agency’s certification process; and
c. keep written records of all certification requests and responses.

D. All certifying agencies shall implement a language-access protocol for non-English speaking victims of qualifying criminal activity.

E. A certifying agency shall reissue any certification within 45 days of receiving a request from the victim of qualifying criminal activity or representative of the victim including, but not limited to, the victim’s attorney, accredited representative, or domestic violence service provider.

F. There is no requirement that there be a current investigation, the filing of charges, a prosecution, or a conviction in order for a certifying agency to provide a certification, and there is no statute of limitations on providing a certification.
G. A certifying agency shall not refuse to provide certifications to applicants with criminal histories or outstanding warrants.

H. Notwithstanding any other provision of this section, a certifying agency's completion of a certification shall not be considered conclusive evidence that the victim has met eligibility requirements for a U or T visa, and completion of a certification by a certifying agency shall not be construed to guarantee that a victim will receive federal immigration relief. It is the exclusive responsibility of federal immigration officials to determine whether a victim of qualifying criminal activity is eligible for a U or T visa. Completion of a certification by a certifying agency merely verifies factual information relevant to the immigration benefit sought including information relevant for federal immigration officials to determine eligibility for a U or T visa. By completing a certification, the certifying agency attests that the information is true and correct to the best of the certifying official's knowledge. If after completion of a certification, the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he or she is a victim, then the certifying agency may notify the United States Citizenship and Immigration Services in writing.

Section 8. Federal registry programs

No agency or agent shall expend any time, facilities, equipment, information, or other resources of the agency or agent to facilitate the creation, publication, or maintenance of any federal program to register individuals present in the United States based on their race, religion, gender, sexual orientation, gender identity or expression, or national or ethnic origin, or the participation of any residents of the Albany County in such a registry.

Section 9. Commitments

A. The county commits to working with community advocates, policy experts, and legal advocates to defend the human rights of immigrants.

B. The Albany County Sheriff's Department will continue to respond to requests from immigrant communities to defend them against all crimes, including hate crimes, to assist people with limited language proficiency, and to connect immigrants with social services.

C. The county recognizes the arrest of an individual increases that individual's risk of deportation even in cases where the individual is found to be not guilty, creating a disproportionate impact from law enforcement operations. Therefore, for all individuals, the Albany County Sheriff's Department will recognize and consider the extreme potential negative consequences of an arrest in exercising its discretion regarding whether to take such an action, and will arrest
an individual only after determining that less severe alternatives are unavailable or would be inadequate to effect a satisfactory resolution.

Section 10. Information regarding citizenship or immigration status

Nothing in this local law prohibits any Albany County agency from sending to, or receiving from, any local, state, federal agency, information regarding an individual's citizenship or immigration status.

Section 11. Severability

If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be inconsistent with any federal or state statute, law, regulation or rule then the federal or state statute, law, regulation, or rule shall prevail. If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the local law which shall remain in full force and effect except as limited by such order or judgment.

Section 12. Effective Date and Applicability

This local law shall be effective immediately upon filing in the Office of the Secretary of State.

Referred to Law, Public Safety and Audit and Finance Committees – 7/9/18
RESOLUTION NO. 376

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “R” FOR 2018

Introduced: 8/13/18
By: Messrs. Fein and Simpson

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “R” for 2018, “A Local Law of the County of Albany, New York Prohibiting Albany County Government from Assisting in the Investigation of Citizenship or Immigration Status of Any Person,” be held by the County Legislature in the Legislative Chamber, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, August 28, 2018, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

_Referred to Law, Audit and Finance and Public Safety Committees – 8/13/18_
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.

[A ]S[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>
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<tbody>
<tr>
<td>Under 3,000 sq. ft.</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>$1,500.00</td>
</tr>
<tr>
<td>30,000 to 90,000 sq. ft.</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

[30,000 to 90,000 sq. ft. | $1,500.00]
[More than 90,000 sq. ft. | $1,750.00]

[B. 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[C]. 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 stores 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 – 90,000</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.** 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.
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[9]. 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.
SECTION 12[1]. Effective Date.

This local law shall take effect immediately.

*Referred to Law and Audit and Finance Committees - 3/11/19*
RESOLUTION NO. 204

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 171 TROY SCHENECTADY ROAD (TAX MAP NO. 32.1-2-5.2) IN THE TOWN OF COLONIE

Introduced: 5/13/19
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired through in rem foreclosure title to a parcel of real property at 171 Troy Schenectady Road (Tax Map No. 32.1-2-5.2) in the Town of Colonie, and

WHEREAS, ACLB Holdings, LLC., a subsidiary of the Albany County Land Bank Corporation has expressed an interest in acquiring this parcel of real property to carry out its mission to revitalize communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize neighborhoods, return properties to the tax rolls and provide pro-active tools to mitigate costs, spur investment and improve property values, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey 171 Troy Schenectady Road (Tax Map No. 32.1-2-5.2) in the Town of Colonie to ACLB Holdings, LLC., and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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.

Referred to Audit and Finance Committee - 5/13/19
April 8, 2019

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Albany County Land Bank (ACLB) has created a subsidiary, ACLB Holdings, LLC. This subsidiary will enable the Land Bank to acquire property with environmental impediments (e.g., hazardous waste sites, prior gas stations).

Legislative authorization is requested in two parts, rescind the sale of seven parcels approved previously for transfer to the ACLB, and to allow one additional parcel along with these seven to be transferred to ACLB Holdings, LLC. Upon approval, these eight parcels will become the LLC’s initial portfolio which will allow the redeveloping of more challenging properties.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

[Signature]

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel

203-204
REQUEST FOR LEGISLATIVE ACTION

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

Authorization is requested to rescind the sale of 7 parcels to the Albany County Land Bank approved by prior ABL resolutions. Authorization is also requested to transfer these parcels to ACLB Holdings, LLC. Authorization is also requested to transfer 1 additional parcel to the ACLB Holdings, LLC - Town of Colonie - 171 Troy Schenectady Road Map No. 32.1-2-5.2

Date: 3/7/19
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 447-7040
Department Rep.: Anthony Di Lella
Attending Meeting: Michael Mc Laughlin

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):
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):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

Click or tap here to enter text.

Scope of Services:

Click or tap here to enter text.

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 ☐
Justification: (state briefly why legislative action is requested)

The Land Bank Act (NYS law) authorizes land banks to form subsidiaries to help further their mission by allowing them to redevelop more challenging properties which may present an increased risk of liability. The Albany County Land Bank (ACLB) has created ACLB Holdings, LLC, this entity will enable the Land Bank to acquire property with environmental impediments (hazardous waste, prior gas stations etc.) which will help tremendously in furthering its mission of returning foreclosed properties to a productive use in Albany County.

Legislative authorization is requested to rescind the sale of 7 parcels approved previously for transfer to the ACLB (see attached list) and transfer these to ACLB Holdings, LLC. Authorization is also requested to transfer property located in the Town of Colonie, 171 Troy Schenectady Road Map No. 32.1-2-5.2 to ACLB Holdings, LLC.

ACLB Holdings, LLC. has requested transfer of these parcels to be part of their initial portfolio of properties.
April 9, 2019

Michael McLaughlin
Director of Policy and Research
Office of the Albany County Executive
112 State Street, Room 1200
Albany, NY 12207

Re: Legislative authorization to transfer real property from Albany County to
ACLB Holdings, LLC

Dear Mr. McLaughlin,

Pursuant to Section 1607 of the New York State Not-for-Profit Law, New York State Land Banks have the statutory authority to organize a subsidiary for a project or projects which the land bank has the power to pursue under Article 1600 of the New York State Not-for-Profit Law when the primary reason for which the subsidiary shall be organized shall be to limit the potential liability impact of the subsidiary’s project or projects on the land bank or because state or federal law requires that the purpose of a subsidiary be undertaken through a specific corporate or business structure.

As part of our continued efforts to expand the number of properties our organization can return to productive use, reduce the burden that vacant and abandoned properties impose on Albany County, its municipal governments and taxpayers the Albany County Land Bank has formed a single member New York limited liability corporation.

ACLB Holdings, respectfully requests that Albany County authorize the properties contained in “Exhibit A” for transfer to ACLB Holdings, LLC.

Please be advised that as a single member New York limited liability corporation all properties acquired by ACLB Holdings, LLC are subject to approval by its Board of Directors.

Sincerely,

Adam Zaranko
Executive Director
ACLB Holdings, LLC
## EXHIBIT A

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</tr>
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<td>TOWN OF COLONIE</td>
<td>32.1-2-5.2</td>
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<tr>
<td>Tax Map Number</td>
<td>City or Town</td>
<td>Property Address</td>
</tr>
<tr>
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<td>171 Troy Schdy Road</td>
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RLA NO. TMP-0710
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<th>Property Address</th>
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<tbody>
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<td>181.2-18</td>
<td>Rensselaerville</td>
<td>2638 SR 145</td>
<td>Commercial Building</td>
<td>2017-481</td>
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<td>65.72-4-10</td>
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<td>228 Elk Street</td>
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<td>Albany</td>
<td>293 Orange Street</td>
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<td>65.73-2-26</td>
<td>Albany</td>
<td>295 Orange Street</td>
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<tr>
<td>65.63-1-30.10</td>
<td>Albany</td>
<td>393 Sheridan Avenue</td>
<td>Auto Body Shop</td>
<td>2016-173</td>
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<td>N/K/A 65.63-1-30.1</td>
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<td>393 Sheridan Avenue</td>
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<td>2016-173</td>
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<td>88 Alexander Street</td>
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<td>2016-173</td>
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<td>N/K/A 76.64-2-15.2</td>
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<td>88 Alexander Street</td>
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<td>YES</td>
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<td>76.64-1-33</td>
<td>Albany</td>
<td>91 Alexander Street</td>
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<td>N/K/A 76.64-1-33</td>
<td>Albany</td>
<td>91 Alexander Street</td>
<td>Auto Body Shop</td>
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<td>32.1-2-5.2</td>
<td>Colonie</td>
<td>171 Troy Schdy Road</td>
<td>Former Car Wash</td>
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</table>
RESOLUTION NO. 173

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY LOCATED IN THE CITIES OF ALBANY, COHOES AND WATERVLIET AND TOWNS OF BERNE, BETHLEHEM, COLONIE, COEYMANS, NEW SCOTLAND, RENSSELAERVILLE AND WESTERLO TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 4/11/16
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 91 parcels of real property in the City of Albany, 7 parcels in the City of Cohoes, 1 parcel in the City of Watervliet, 2 parcels in the Town of Berne, 5 parcels in the Town of Bethlehem, 9 parcels in the Town of Colonie, 2 parcels in the Town of Coeymans, 2 parcels in the Town of New Scotland, 1 parcel in the Town of Rensselaerville and 1 parcel in the Town of Westerlo, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring the 121 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the Cities of Albany, Cohoes and Watervliet, and Towns of Berne, Bethlehem, Colonie, Coeymans, New Scotland, Rensselaerville and Westerlo to the Albany County Land Bank Corporation as indicated in a spreadsheet filed with the Clerk of the Legislature, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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. 4/11/16
RESOLUTION NO. 481

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 11/13/17
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 12 parcels of real property in the City of Cohoes, 1 parcel in the Town of Berne, 2 parcels in the Town of Bethlehem, 8 parcels in the Town of Colonie, 2 parcels in the Town of Guilderland, 4 parcels in the Town of Knox, 1 parcel in the Town of New Scotland and 4 parcels in the Town of Rensselaerville and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring these 34 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 453 of 2016, The Albany County Department of Management and Budget has forwarded a spreadsheet for high value properties containing the amounts due to Albany County upon the sale of a listed parcel by the Albany County Land Bank Corporation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the City of Cohoes and the Towns of Berne, Bethlehem, Colonie, Guilderland, Knox, New Scotland and Rensselaerville to the Albany County Land Bank Corporation as indicated on the spreadsheet annexed hereto, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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.
<table>
<thead>
<tr>
<th>TOWN LOCATIONS</th>
<th>FORECLOSURE NO</th>
<th>PARCEL OWNER(S)</th>
<th>PARCEL LOCATION</th>
<th>TAX MAP NO</th>
<th>CLASS CODE</th>
<th>BASE TAXES</th>
<th>ANTICIPATED MARKET VALUE</th>
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<tr>
<td>BERNE</td>
<td>1945-12-0000075</td>
<td>RUSSO, GRACE &amp; HOTALING, PETER, H.</td>
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<td>BETHLEHEM</td>
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<td>WICKS, ALICE E.</td>
<td>LINDA CT</td>
<td>08691600019110000000</td>
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<td>BETHLEHEM</td>
<td>1945-12-0000129</td>
<td>MIRACLE, TINA P.</td>
<td>RIVER RD</td>
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<td>1945-12-0000057</td>
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<td>COLONIE</td>
<td>1945-12-0000079</td>
<td>DAVID, SANDRA</td>
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<td>COLONIE</td>
<td>1945-12-0000117</td>
<td>REILLEY, ELIZABETH C.</td>
<td>12 RUTLAND AVE</td>
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<td>COLONIE</td>
<td>1945-12-0000157</td>
<td>ESTATE OF BRUCE A. &amp; ELEANOR A. POLIOQUIN</td>
<td>68 GREEN ISLAND AVE</td>
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<td>COLONIE</td>
<td>1945-12-0001614</td>
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<td>COLONIE</td>
<td>1945-12-0002226</td>
<td>PIERRE, JOSEPH A. &amp; PIERRE, DANA L.</td>
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<td>02000400010460000000</td>
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<td>COLONIE</td>
<td>1945-12-0003033</td>
<td>FOX, JONATHAN &amp; JONES, REYNOLDS</td>
<td>405 SAND CREEK RD</td>
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<td>COLONIE</td>
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<td>GUILDERLAND</td>
<td>1945-12-0000025</td>
<td>CHARLES CONSTRUCTION CO., INC.</td>
<td>LYNWOOD CT</td>
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<td>GUILDERLAND</td>
<td>1945-12-000094</td>
<td>MOHAWK GROUP</td>
<td>6176 DEPOT RD</td>
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<td>VAN DENBARG, RONALD K.</td>
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<td>RENSSELAERVILLE</td>
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RESOLUTION NO. 171

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 4/9/18
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 36 parcels of real property in the City of Albany, 1 parcel in the City of Cohoes, 1 parcel in the City of Watervliet, 1 parcel in the Town of Bethlehem, 1 parcel in the Town of Colonie, 1 parcel in the Town of Knox, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring these 40 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 453 of 2016, The Albany County Department of Management and Budget has forwarded a spreadsheet for high value properties containing the amounts due to Albany County upon the sale of a listed parcel by the Albany County Land Bank Corporation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the Cities of Albany, Cohoes and Watervliet and the Towns of Bethlehem, Colonie, and Knox to the Albany County Land Bank Corporation as indicated on the spreadsheet annexed hereto, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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*
RESOLUTION NO. 210

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO ESTABLISH ENVIRONMENTALLY FRIENDLIER WASTE MANAGEMENT PRACTICES

Introduced: 5/13/19
By Messrs. A. Joyce:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $9,491

Increase Appropriation Account A1620.4 by $9,491 by increasing Line Item A1620 4 4024 Housekeeping Supplies by $9,491

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 211

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE RECREATIONAL OPPORTUNITIES FOR CHILDREN

Introduced: 5/13/19
By Messrs. Simpson, Fein, Higgins

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $100,000

Increase Appropriation Account A7410.4 by $100,000 by increasing Line Item A7410 4 4449 Youth Recreation Programming by $100,000

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 212

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE LEARNING OPPORTUNITIES FOR DISABLED CHILDREN

Introduced: 5/13/19
By Messrs. O'Brien, Mayo, Reinhardt, Burgdorf:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $74,895

Increase Appropriation Account A2960.4 by $74,895 by increasing Line Item A2960 4 4046 Fees for Services by $74,895

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 213

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT FOR HOUSING REHABILITATION AND BLIGHT PREVENTION

Introduced: 5/13/19
By Messrs. Higgins, Fein:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $250,000

Increase Appropriation Account A3650.4 by $250,000 by increasing Line Item A3650 4 4064 Regional Land Bank by $250,000

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
10
RESOLUTION NO. 214

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO REDUCE RECIDIVISM BY SUPPORTING JAIL TRANSITION PROGRAM

Introduced: 5/13/19
By Mr. Fein, Ms. McKnight, Messrs Bullock, Reinhardt, Ms. Lekakis, Messrs. Clay, Higgins, Mss. Willingham, Plotsky, Mr. Simpson, and Ms. Chapman:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $46,500

Increase Appropriation Account A3150.4 by $46,500 by increasing Line Item A3150 4 4498 Jail Transition Program by $46,500

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 215

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO MAKE THE ALBANY COUNTY RAIL TRAIL SAFER

Introduced: 5/13/19
By Mr. Dawson and Ms. Cunningham:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $77,754

Increase Appropriation Account A3110.2 by $77,754 by increasing Line Item A3110 2 2080 Specialty Equipment by $77,754

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 217

AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREE

Introduced: 5/13/19
By Messrs. Comisso, A. Joyce, Beston and Ward:

WHEREAS, By Resolution No. 136-b for 1999, this Honorable Body adopted employee rules and regulations which are applicable to all non-union employees of Albany County, and

WHEREAS, Employees hired prior to the adoption of these rules were eligible for health insurance benefits for retirees after ten (10) years of qualifying County service, and those employees hired after the adoption of these rules were eligible for health insurance benefits for retirees after twenty (20) years of qualifying County service, and

WHEREAS, Various municipalities within the County and throughout New York State the state have set a lower threshold regarding the number of years of eligible service that is required before their employees become eligible for health insurance benefits during their retirement, and

WHEREAS, Instituting a lower threshold of fifteen (15) years of eligible service for health insurance benefits for retirees, rather than twenty (20) years, would serve as an incentive for current employees to continue their work in the County and may attract new employees to come to work for Albany County as well, and

WHEREAS, The Albany County Legislature has a strong history of supporting the employees of Albany County, and therefore such a reduction in years of service required in order to become eligible for health insurance benefits in retirement shall be effective and applied retroactively for all current employees of Albany County hired after the adoption of Resolution No. 136-b for 1999, now, therefore, be it

RESOLVED, By the Albany County Legislature that the Albany County Employee Rules and Regulations, adopted pursuant to Resolution No. 136-b for 1999, as amended, are hereby amended to read as follows:

Article IX, Section A(1)(a)(1)(a) shall read: “The employees with an employment date after the adoption of these rules must have at least fifteen (15) years of full time equivalent service with Albany County.”
Article IX Retiring Part Time Employees, Group “F” part (b) shall read:

“(b) Eligibility Criteria:
   • Employees must have completed fifteen (15) years of equivalent full-time County service. Calculation of full time service uses a standard work week of not less than thirty five (35) hours per week.
   • Age 55 or older.
   • Enrolled in County health insurance”

and, be it further

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

_Referred to Personnel and Audit and Finance Committees - 5/13/19_
MEMORANDUM

TO: Kevin M. Cannizzaro, Esq.
Majority Counsel, Albany County Legislature

FROM: Jennifer Clement

CC: Mike McLaughlin, Director of Policy and Research
Shawn Thelen, Commissioner of Management and Budget

DATE: 04/12/2019

RE: Albany County Retiree Health Insurance Benefits

I write in response to your email requesting further information regarding the Health Insurance Benefits for Albany County retirees. Please let me know if you need further information or clarification about any information presented here. Thank you.

A. Please provide a summary of the County of Albany’s medical insurance expenses (including the total yearly budgeted expenditure) related to paying for medical insurance benefits for retirees. Please provide the proposed, budgeted and actual amount expended in the 2018, 2017, and 2016 fiscal years;

The table below is the Original, Revised and actual Budgets for 2013-2019. The Actual consists of the net cost to the County. The calculation for the total healthcare cost would consist of adding the Actual cost to the Employee Contribution.

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<thead>
<tr>
<th>FISCAL YEAR</th>
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<th>Transfers In</th>
<th>Transfers Out</th>
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<tbody>
<tr>
<td>2019</td>
<td>$ 51,772,555</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>$ 49,945,375</td>
<td>$ 1,686,614</td>
<td>$ (1,712,988)</td>
<td>$ 49,919,001</td>
<td>$ 47,858,386</td>
<td>$ 3,936,185</td>
</tr>
<tr>
<td>2017</td>
<td>$ 48,903,194</td>
<td>$ 5,316,703</td>
<td>$ (2,579,040)</td>
<td>$ 51,640,857</td>
<td>$ 52,458,384</td>
<td>$ 3,541,837</td>
</tr>
<tr>
<td>2015</td>
<td>$ 47,200,972</td>
<td>$ 4,405,961</td>
<td>$ (3,063,375)</td>
<td>$ 48,543,558</td>
<td>$ 48,454,301</td>
<td>$ 3,083,941</td>
</tr>
<tr>
<td>2014</td>
<td>$ 44,569,525</td>
<td>$ 3,301,571</td>
<td>$ (1,707,567)</td>
<td>$ 45,663,329</td>
<td>$ 43,199,487</td>
<td>$ 2,802,570</td>
</tr>
<tr>
<td>2013</td>
<td>$ 41,610,265</td>
<td>$ 3,448,809</td>
<td>$ (3,248,584)</td>
<td>$ 41,810,490</td>
<td>$ 38,757,726</td>
<td>$ 2,526,880</td>
</tr>
</tbody>
</table>
B. Please provide the total number of employees who are currently retired and receiving their medical insurance through the County of Albany retired plan;

(a) Total = 1745

(i) Retirees Over 65 on Medicare Advantage offered by Empire—individual (includes spouses of retirees) - 1223
(ii) Retirees Under 65 Years of Age on Empire Enrollment - 522
   1. Individual - 269
   2. Two Person - 161
   3. Family - 92

C. Please provide the current number of active employees who are above the age of 55 years old, and who have over 15 years of credited County service;

There are currently 315 full time active employees who are/will be over 55 and have/will have 15 or more years of service at the conclusion of 2019.

D. Please provide the current number of active employees who are above the age of 62 years old, and who have over 15 years of credited County service;

There are currently 135 full time active employees who are/will be over 62 and have/will have 15 or more years of service at the conclusion of 2019.

E. Please provide the number of active employees who currently have more than 20 years of credited active service and who are above the age of 55 years old;

There are currently 213 full time active employees who are/will be over 55 and have/will have 20 or more years of service at the conclusion of 2019.

F. Please provide the yearly number of employees who retire each year who also decide to opt in to the retiree medical insurance benefits through the County of Albany. In other words, on average, how many employees are added to the retiree medical benefits plan each year?

Below are the approximate number of employees who retire each year. Their particular enrollment will vary depending on Medicare Eligibility and dependent plan needs.

<table>
<thead>
<tr>
<th>Year</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>64</td>
</tr>
<tr>
<td>2016</td>
<td>73</td>
</tr>
<tr>
<td>2017</td>
<td>75</td>
</tr>
<tr>
<td>2018</td>
<td>71</td>
</tr>
<tr>
<td>2019</td>
<td>24</td>
</tr>
</tbody>
</table>

G. A breakdown of the various amounts (if any) that the several groups of retirees are required to contribute towards their County medical insurance benefits. We discussed that there are differences in the amounts which are contributed by retirees based on the date of their retirement. Please provide a summary of the differences between contribution levels;

First, I am attaching the contribution rules from Rules and Regulations that require a general contribution rule of 10% for all those employees hired after 1989. Prior to that they may have no contribution. However, there are many other eligibility rules for part time employees and also contribution levels for some employees hired between the years of 1989 and passage of the Rules and Regulations effective October 1, 1999. Below is a summary chart of the unions, however, please keep in mind that employees may transfer between groups and/or change status between part time and full time throughout their career.
Teamsters- Corrections/SDCO

Pre 2007 pays 0%-Post 10%
Retirees pay same as $ amount on date of hire

Teamsters- Law Enforcement/SDCO

Teamsters Pre 2009
Employees contribute 10%
Starting in 2015 those at 0 contribution
pay 2% per year until 10% in 2019

Teamsters-DA/Investigators

Albany County Plan -
2% per year in 2015 until 10% in 2019
premium of 10% for employee
hired 1-1-1989 and beyond

PSF/SFS

10% employee prior to 12/31/2017
After 12/31/2017 employee pays 15%

PSA/Communications

10% Employee.
Employees after 1-1-2014 15%

Council 52 SDCO

pre `89 2% until 10% reached
Post `89 pay 10%
New Hires after 3-8-2013 15%
pre `89 retirees revert to $0 contribution upon retirement

FDL/PD

8-31-2015 and prior 10%
9-1-2015 and after 15%
Pre 1989 2% per year begins in 2014
10% hired 1-1-1989
15% hired after 9-1-2015

12-31-1988 and earlier - 0%
1-1-1990 and after - 10%

12-31-1988 and earlier - 0%
1-1-1990 and after - 10%

Pre 1989 - 2% per year begins 7-1-14
10% hired 1-1-1989
hired after 7-1-2014 - 15%

Pre 1989 - 2% per year begins 7-1-14
10% hired after 1-1-1989
hired after 1-1-2018 - 15%

10% for FT Employees hired after '89
See Rules and Regulations for Part Time Eligibility
0% Pre '89
H. Please provide the cost (per employee) of providing medical insurance benefits to each individual retiree (on average). In other words, what is the cost for providing medical insurance to retiree's on a single plan vs. family plan? and

Medicare Advantage Plan Rates – Total Premium $272 per month or $3264 annually. 10% contribution would be $27.20 per month. Additionally, Medicare Advantage Plans are broken down into two individual plans for each enrollee. So a two person Medicare Advantage 10% contribution rate is $54.40 per month or $652.8 annually.

For standard Empire enrollment we are self-insured, so keep in mind that the numbers provided reflect premium equivalency rates.

Also, we have various plan rates based on co-pay structures. Co-pay structures and premium equivalency rates vary by bargaining unit. I will provide a general number for non-union co-pay structures.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Individual</th>
<th>Two Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Health Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Design Information</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Visit Co-pay</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>Prescription Drug Co-pay</td>
<td>$0/$15/$30</td>
<td>$0/$15/$30</td>
<td>$0/$15/$30</td>
</tr>
<tr>
<td>Annual Premium Rates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Premium</td>
<td>$11,170.56</td>
<td>$930.88</td>
<td>$23,795.40</td>
</tr>
<tr>
<td>Annual Employee Contribution - 10%</td>
<td>$1,117.06</td>
<td>$93.09</td>
<td>$2,379.54</td>
</tr>
<tr>
<td>Annual Employee Contribution - 15%</td>
<td>$1,675.58</td>
<td>$139.63</td>
<td>$3,569.31</td>
</tr>
<tr>
<td>Annual Employee Contribution - 50%</td>
<td>$5,585.28</td>
<td>$465.44</td>
<td>$11,897.70</td>
</tr>
</tbody>
</table>

I. The number of collective bargaining agreements and/or unions which have incorporated the County of Albany's retirement benefits eligibility framework by reference. In other words, do all employees under a union contract gain retiree medical insurance benefits in the same way/under the same conditions as non-union employees? See chart above. The general rule is that employees pay into retirement at the same rate as they were while they were employed. The exceptions are noted above.
RESOLUTION NO. 221

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO KEEP ALBANY COUNTY SENIORS ON THE MOVE

Introduced: 5/13/19
By: Messrs. Burgdorf, O'Brien, Mauriello, Mayo, Drake, and Tunny

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

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

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $50,000

Increase Appropriation Account A6772.4 by $50,000 by increasing Line Item A6772 4 4046 Fees for Services by $50,000

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
June 6, 2019

Honorable Andrew L. Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Re: Budget Transfer/Purchase Request
Correctional Facility 3150

Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff’s Office Request for Legislative Action relative to the above captioned.

Briefly, this request is to transfer funds between line items in the A3150.4 and A3150.2 accounts at the Correctional Facility. This transfer is needed to purchase a used 53’ Mobile Range Trailer and will be funded by the adopted 2019 operating budget. The total cost of this equipment is Two Hundred and Seventy-Four Thousand Nine Hundred and Ninety-Nine dollars. (274,999.00). Request for Bids (RFB #2019-070) were solicited and Meggitt Training Systems, Inc. was the sole bidder.

Criminal Procedure Law Article 2.30 and DCJS requirements state that peace officers who are authorized to carry a firearm must receive minimal of five (5) hours of firearms recertification training annually. This will allow our staff the ability to train on site which will reduce overtime costs and have a significant savings to Albany County.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions please feel free to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE:       June 6, 2019
DEPARTMENT:  Albany County Sheriff's Office / Correctional Facility
            Contact Person:  Sheriff Craig D. Apple Sr.
            Telephone:      487-5440
            Dept. Representative Attending Committee Meeting:  Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:
Adoption of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See below)  X
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No:  A 3150.22750
Source of Funds:          A 3150.44071, A 3150.44251
Title Change:             

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
Change Order/Contract Amendment
Purchase (Equipment / Supplies)  X
Lease (Equipment / Supplies)
Requirements
Professional Services
Educational / Training
Grant:
    New
    Renewal
    Submission Deadline Date

Settlement of a Claim
Release of Liability
Other: (State briefly)  

CONCERNING CONTRACT AUTHORIZATION (Cont’d)

STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):

Meggitt Training Systems, Inc.
296 Brogdon Road
Suwanee, GA 30024

Amount/Rate Schedule/Fee:

$274,998.84

Term:

Scope of Services: Purchase 53’ Mobile Range Trailer to be used at the Albany County Correctional Facility.

Contract Funding:
Anticipated in Current Budget: Yes X No _____

Funding Source: _______________________

County Budget Accounts: A 3150.22750

Revenue: _____________________________

Appropriation: ________________________

Bond (Res. No. & Date of Adoption) ______________________

CONCERNING ALL REQUESTS:
Mandated Program / Service: Yes ____ No _____
If Mandated Cite: Authority ______________________
Anticipated in Current Adopted Budget: Yes X No _____
If yes, indicate Revenue/Appropriation Accounts: ______________________

Fiscal Impact - Funding: (Dollars or Percentages)

Federal ______________________

State ______________________

County 100%

Term/Length of Funding ______________________

Previous Requests For Identical or Similar Action:

Resolution/Law Number: ______________________
Date of Adoption: ______________________
Justification: (State briefly why legislative action is requested)

To provide firearm training to Law Enforcement and Correction Officers of Albany County.

Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: Craig D. Apple Sr.
Title: Sheriff

LEGIS-01 (2/96)
MEMORANDUM

TO: Sheriff Craig Apple
FROM: Karen Storm
DATE: May 31, 2019
RE: RFB #2019-070

I am in receipt of your recommendation to award the aforementioned Request for Bid to Meggitt Training Systems, Inc., in the amount of $274,998.84.

As Meggitt Training Systems Inc., is sole bidder and meets the needs of your department, 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.
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9 3150 2</td>
<td>2 2750</td>
<td>SECURITY EQUIPMENT</td>
<td>275,000.00</td>
<td></td>
<td>CORRECTIONAL FACILITY</td>
<td>MOBILE RANGE</td>
</tr>
<tr>
<td>A9 3150 4</td>
<td>4 4071</td>
<td>REPAIRS TO PROPERTY</td>
<td>200,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 3150 4</td>
<td>4 4251</td>
<td>MEDICAL CARE</td>
<td>75,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL APPROPRIATIONS</td>
<td></td>
<td>275,000.00</td>
<td>275,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
June 11, 2019

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Public Safety Committee of the Albany County Legislature.

I respectfully request a resolution authorizing the elimination two vacant Correction Officer positions to allow for the creation of two new Deputy Sheriff Positions within the Law Enforcement Division.

Therefore, we are requesting approval to amend our 2019 budget to reflect the following changes;

1. Elimination of two vacant Correction Officer Positions with reallocation $26,000.00 to fund additional two Deputy Sheriff Positions.
2. Creation of a budget line for two additional Deputy Sheriff Positions (September 1, 2019 through December 31, 2019) with a budget of line in the amount of $13,000.00 each totaling $26,000.00.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: JUNE 10, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLE SR

TELEPHONE: 518-447-5449

DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR

COMMITTEE MEETING:

**PURPOSE OF REQUEST:**

- ADOPTION OF LOCAL LAW
- AMENDMENT OF PRIOR LEGISLATION
- APPROVAL/ADOPTION OF PLAN/PROCEDURE
- BOND APPROVAL
- BUDGET AMENDMENT (SEE BELOW) **X**
- CONTRACT AUTHORIZATION (SEE BELOW)
- ENVIRONMENTAL IMPACT
- HOME RULE REQUEST
- PROPERTY CONVEYANCE
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) **X**

**THE SHERIFF’S OFFICE IS LOOKING TO CREATE TWO NEW DEPUTY SHERIFF POSITIONS IN 2019 AND WILL BE ELIMINATING TWO VACANT CORRECTION OFFICER POSITIONS AS AN OFFSET**

**CONCERNING BUDGET AMENDMENTS**

STATE THE FOLLOWING

<table>
<thead>
<tr>
<th>INCREASE ACCOUNT/LINE NO.</th>
<th>SEE ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOURCE OF FUNDS:</td>
<td></td>
</tr>
<tr>
<td>TITLE CHANGE:</td>
<td></td>
</tr>
</tbody>
</table>

**CONCERNING CONTRACT AUTHORIZATION,**

STATE THE FOLLOWING:

<table>
<thead>
<tr>
<th>TYPE OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHANGE ORDER/CONTRACT AMENDMENT</td>
</tr>
<tr>
<td>PURCHASE (EQUIPMENT/SUPPLIES)</td>
</tr>
<tr>
<td>LEASE (EQUIPMENT/SUPPLIES)</td>
</tr>
<tr>
<td>REQUIREMENTS</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES</td>
</tr>
<tr>
<td>EDUCATIONAL/TRAINING</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>GRANT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW</td>
</tr>
<tr>
<td>RENEWAL</td>
</tr>
<tr>
<td>SUBMISSION DEADLINE DATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SETTLEMENT OF A CLAIM</th>
</tr>
</thead>
<tbody>
<tr>
<td>RELEASE OF LIABILITY</td>
</tr>
<tr>
<td>OTHER: (STATE BRIEFLY)</td>
</tr>
</tbody>
</table>
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: ____________________________

PARTY (NAME/ADDRESS): ____________________________

AMOUNT/RATE SCHEDULE/FEES:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES __________ NO ___

FUNDING SOURCE:

ACCOUNTS:

REVENUE:

APPROPRIATION:

BOND (RES. NO. & DATE OF ADOPTION):

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES __________ NO ___

IF MANDATED CITE AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES __________ NO ___

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 33 OF 2019

DATE OF ADOPTION: 2/11/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

PER SPREAD SHEET

THIS WILL BE BUDGET NEUTRAL

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

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
<table>
<thead>
<tr>
<th>Resolution No./Btch</th>
<th>Account No</th>
<th>Resolution Description</th>
<th>Increase</th>
<th>Decrease</th>
<th>Annual Salary</th>
<th>Position Control Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 3110 1 4138 90</td>
<td></td>
<td>Deputy Sheriff</td>
<td>13,000.00</td>
<td>39,522.00</td>
<td>38,502.00</td>
<td>370359</td>
</tr>
<tr>
<td>A 3110 1 4138 100</td>
<td></td>
<td>Deputy Sheriff</td>
<td>13,000.00</td>
<td>38,502.00</td>
<td>38,522.00</td>
<td>370319</td>
</tr>
<tr>
<td></td>
<td>TOTAL APPROPRIATIONS</td>
<td></td>
<td>26,000.00</td>
<td></td>
<td>77,044.00</td>
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</tr>
<tr>
<td></td>
<td>APPROPRIATIONS</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 3150 1 4115 272</td>
<td></td>
<td>Correction Officer</td>
<td>13,000.00</td>
<td>45,807.00</td>
<td>46,807.00</td>
<td>390344</td>
</tr>
<tr>
<td>A 3150 1 4115 255</td>
<td></td>
<td>Correction Officer</td>
<td>13,000.00</td>
<td>46,807.00</td>
<td>46,807.00</td>
<td>390367</td>
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<tr>
<td></td>
<td>GRAND TOTALS</td>
<td></td>
<td>26,000.00</td>
<td>26,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The annual salaries have been prorated for 17 weeks in 2019.
May 9, 2019

Honorable Andrew L. Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action
Grant Acceptance

Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff’s Office Request for Legislative Action.

Briefly, this request will authorize the Albany County Executive to accept reimbursement funding for incurring costs due to the incarceration of undocumented criminal aliens. The United States Department of Justice, Bureau of Justice Assistance has made available assistance to states and local governments that are affected by incarceration costs for criminal aliens through the State Criminal Alien Assistance Program (SCAAP). Previous legislative action authorized the submission of the grant application, which we estimated to total $25,000. One of the SCAAP program requirements states all SCAAP funds must be used for correctional purposes only. The County was notified that the actual grant amount was $58,147 therefore, we are requesting to increase appropriation line A93150.22750 Security Equipment by $58,147.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: May 9, 2019
DEPARTMENT: Albany County Sheriff's Office / Correctional Facility
Contact Person: Sheriff Craig D. Apple Sr.
Telephone: 487-5440
Dept. Representative Attending Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:
Adoption of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See below)
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above) X
To authorize acceptance of grant (application previously authorized by Resolution No. 157 of 2018)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No: Appropriation Line A93150.22750 by $58,147
Source of Funds: SCAAP Grant #2018-H-0120-NY-AP
Title Change:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
Change Order/Contract Amendment
Purchase (Equipment / Supplies)
Lease (Equipment / Supplies)
Requirements
Professional Services
Educational / Training
Grant:
New
Renewal
Submission Deadline Date

Settlement of a Claim
Release of Liability
Other: (State briefly)

LEGIS-01 (2/96)
CONCERNING CONTRACT AUTHORIZATION (Cont’d)

STATE THE FOLLOWING:

Contract Terms/Conditions:
(Party Name/Address):

US Department of Justice, Bureau of Justice Assistance
810 7th Street, N.W. – SCAPP
Washington, DC 20531

Amount/Rate Schedule/Fee:
$58,147.00

Term:
Scope of Services:

Contract Funding:
Anticipated in Current Budget: Yes _____ No _____
Funding Source:
County Budget Accounts:
Revenue:
Appropriation:
Bond (Res. No. & Date of Adoption)

CONCERNING ALL REQUESTS:
Mandated Program / Service: Yes _____ No X
If Mandated Cite: Authority
Anticipated in Current Adopted Budget: Yes _____ No X
If yes, indicate Revenue/Appropriation Accounts:

Fiscal Impact - Funding: (Dollars or Percentages)
Federal 100%
State
County
Term/Length of Funding July 1, 2015 through June 30, 2016

Previous Requests For Identical of Similar Action:
Resolution/Law Number: #455 #529 #362 #449 #490
Date of Adoption: 12/3/12 11/12/13 10/14/14 11/9/15 11/14/16

Justification: (State briefly why legislative action is requested)

To authorize Albany County to accept a reimbursement grant from the US Department of Justice, Bureau of Justice Assistance for incurring costs due to the incarceration of undocumented criminal aliens.

Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: Craig D. Apple Sr.
Title: Sheriff
## 2019 Budget Amendment

### Appropriations

<table>
<thead>
<tr>
<th>Resolution No.</th>
<th>Batch</th>
<th>Account No.</th>
<th>Resolution Description</th>
<th>Increase</th>
<th>Decrease</th>
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</thead>
<tbody>
<tr>
<td>A9 3150</td>
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<td>2750</td>
<td>Security Equipment</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Total Appropriations</td>
<td>58,147.00</td>
<td>0.00</td>
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### Revenues

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<tr>
<th>Resolution No.</th>
<th>Batch</th>
<th>Account No.</th>
<th>Resolution Description</th>
<th>Decrease</th>
<th>Increase</th>
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<td>Alien Assistance Program</td>
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<td>Total Revenues</td>
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<td>58,147.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Grand Totals</td>
<td>58,147.00</td>
<td>58,147.00</td>
</tr>
</tbody>
</table>
Applicant/Organization Information

Government Level: County

Jurisdiction: County of Albany

Submitting Agency: Correctional Facility

CEO for Jurisdiction

The Honorable Daniel McCoy
County Executive
Office of The County Executive
Albany, New York
12207-2005
Phone: (518) 447-7040

Fax: (518) 447-5589 Email: Daniel.McCoy@albanycounty.com

Submitting Government Official

Ms. Tina Simmons
Budget Analyst
Office of The County Executive
Albany, New York
12207-2005
Phone: (518) 869-2605

Fax: (518) 862-5564 Email: Tina.Simmons@albanycountyny.gov
Correctional Facility(ies) Information

Correctional Officer Information
Please report the maximum number of permanent full-time correctional officers your facility(ies) has employed during the reporting period: 313

Please report the maximum number of permanent part-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted full-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted part-time correctional officers your facility(ies) has employed during the reporting period: 0

Total number of correctional officers your facility(ies) has employed during the reporting period: (calculated from above) 313

Please sum the earnings of all the above correctional officers here. This is the total salary cost for the period: $20,872,349

Facility(ies) Information
Total bed count for correctional facility(ies): 1,043
Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S. citizens) housed in your facility(ies) for the reporting period: 222,972
June 6, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval of the acquisition of 0.014 acres of land from The Good Shepherd Evangelical Lutheran Church (see attached Albany County Acquisition Map,) for the purpose of constructing a traffic signal at the intersection of Albany Shaker Road (CR-151) and Shaker Elementary.

The land acquisition is required to accommodate a traffic signal pole that will be placed on the parcel at the intersection. The land is currently being appraised and the cost of the land acquisition will not exceed $2,000.00.

If you have any questions or require additional information, please 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):
Approval for the Purchase of Land at Albany Shaker Rd. and Shaker Elementary

Date: 6/7/2019
Submitted By: Lisa M. 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) Purchase of Property

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) Purchase of Land

Contract Terms/Conditions:

Party (Name/address):
The Good Shepherd Evangelical Lutheran Church
510 Albany Shaker Rd.
Loudonville, NY 12211

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

Amount/Raise Schedule/Fee: $2,000.00
Scope of Services: Purchase of Land

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: HHT35197.220000R
Appropriation Amount: $2,000.00

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) 2 Months
Length of Contract: 8/1/19-9/30/19

Impact on Pending Litigation
If yes, explain: 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)
The Department of Public Works is requesting the Legislature's approval of the acquisition of 0.014 acres of land from The Good Shepherd Evangelical Lutheran Church (see attached Albany County Acquisition Map) for the purpose of constructing a traffic signal at the intersection of Albany Shaker Road (CR151) and Shaker Elementary.

The land acquisition is required to accommodate a traffic signal pole that will be placed on the parcel at the intersection. The land is currently being appraised and the cost of the land acquisition will not exceed $2,000.00.
All that piece or parcel of property hereinafter designated as Parcel No. 1, situate in the Town of Colonie, County of Albany, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 1

Beginning at a point on the southerly boundary line of Albany Shaker Road, C.R. 151 at its intersection with the southeasterly boundary line of Shaker El, said point being 391 feet distant southeasterly measured at right angles from Station 0+00.00 of the hereinbefore described survey baseline for the Albany Shaker Road - C.R. 151 at Shaker El Highway Improvements Project; thence proceeding southeasterly along the first mentioned southeasterly boundary line of Albany Shaker Road 231 feet to a point 623 feet distant southeasterly measured at right angles from Station 2+672 of said baseline; thence through the lands of The Good Shepherd Evangelical Lutheran Church (reputed owner) the following two (2) courses and distances: 1) S 58°18'13" W, 275 feet to a point 6139 feet distant southeasterly measured at right angles from Station 2+40.36 of said baseline, and 2) N 40°18'42" W, 201 feet to a point on the southeasterly boundary line of Shaker El, said point being 452 feet distant southeasterly measured at right angles from Station 2+39 of said baseline; thence northeasterly along said southeasterly boundary line of Shaker El 291 feet to the point of beginning, being 592 square feet or 0.01 acres of land, more or less.

The above mentioned survey baseline is a portion of the 2019 survey baseline for the Albany Shaker Road - C.R. 151 at Shaker El Highway Improvements Project and is described as follows:

Beginning at Station 1+00.00; thence North 55°32'45" East to Station 3+12.88.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYS DOT policies, standards and procedures.

Date ________________ 20___

CREIGHTON MANNING ENGINEERING, LLP

Donald T. Sawtelle
Land Surveyor
P.L.S. License No. 050078

ALBANY COUNTY
DESCRIPTION AND MAP FOR ACQUISITION OF PROPERTY

ALBANY SHAKER ROAD - C.R. 151
AT SHAKER EL

THE GOOD SHEPHERD
EVANGELICAL LUTHERAN CHURCH
( REPUTED OWNER )

AREA: 592 sq. ft. OR 0.014± AC.

PREPARED BY D. SAWT
CHECKED BY D. SAWT
FINAL CHECK BY D. SAWT
May 20, 2019

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State St., Room 710
Albany, NY 12207

Chairman Joyce,

The Division of Information Services is requesting a fund transfer into the contractual expenses budget line to fund an unanticipated purchase.

On May 20th, 2019 Information Services went to the contact board regarding request #4790 to purchase Sophos Advanced Endpoint protection software needed to safeguard Albany County servers and workstations from advanced malware including ransomware. This purchase will leave the Computer Supplies budget line short for the amount of $54,095. The Computer Supplies line is strictly budgeted for the maintenance and support of existing software and hardware that includes the Munis financial system and existing Microsoft agreements. This purchase is being used to strengthen the County’s Cyber Security defense posture.

Please let me know if you have further questions.

Thank you,

Perry J. Blanchard  
Chief Information Officer

Cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Request to transfer funds for Information Services Contractual expenses

Date: 5/17/19
Submitted By: Perry Blanchard
Department: Division of Information Services
Title: Chief Information Officer
Phone: 518-447-4962
Department Rep.: Perry Blanchard
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
☐ 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):
Click or tap here to enter text.

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

Amount/Raise Schedule/Fee:
Click or tap here to enter text.
Scope of Services:
Click or tap here to enter text.

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:
Justification: (state briefly why legislative action is requested)
On May 20th, 2019 Information Services went to the contact board regarding request #4790. The purchase was an unanticipated transaction to purchase Sophos Advanced Endpoint protection software needed to safeguard Albany County servers and workstations from advanced malware including ransomware. This purchase will leave the Computer Supplies budget line short for the amount of $54,095. The Computer Supplies line is strictly budgeted for the maintenance and support of existing software and hardware that includes the Munis financial system and existing Microsoft agreements.
## Budget Amendment Spreadsheet - 2019

<table>
<thead>
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<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>ORIGINAL BUDGET</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>REVISED BUDGET</th>
<th>DEPARTMENT NAME</th>
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**TOTAL APPROPRIATIONS**

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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$54,095</td>
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**REVENUES**

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<th>Decrease</th>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

**TOTAL ESTIMATED REVENUES**

<p>| | | |</p>
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</thead>
<tbody>
<tr>
<td></td>
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<td>$0</td>
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**GRAND TOTALS**

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>$54,095</td>
<td>$54,095</td>
</tr>
</tbody>
</table>
Albany County- Sophos Renewal 2019

Quote Prepared By
Vito Viele
Layer 3 Technologies
1645 Lyell Ave Suite 200
Rochester, NY 14606
United States
Phone: 585-445-5755
Mobile: 585-704-8486
Fax: 585-254-2266
Email: vito@layer3.tech

Quote Prepared For
Perry Blanchard
Albany County - New York
112 State Street - Suite 500
Albany, New York 12210
United States
Phone: (518) 447-4962
Email: pb Blanchard@albany county.com
State Contract: Sophos PM21170

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<th>Quantity</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Adjusted Unit Price</th>
<th>Extended Price</th>
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<td>2300</td>
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<td>$22.70</td>
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<td>$3,397.80</td>
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<td>2300</td>
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<td>3)</td>
<td>170</td>
<td>Sophos Central Intercept X Advanced for Server 20 Month Subscription expires 12/21/20</td>
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<td>$90.27</td>
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One-Time Total $54,095.57
Subtotal $54,095.57
Total Taxes $0.00
Total $54,095.57
Albany County - Sophos Renewal 2019

Purchase Order #: __________________________

Authorized Signature: ________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

To place your order, fax a signed copy of this form to 585-254-2266, or scan and email to vito@layer3.tech. This quote may not include any state or local taxes and/or shipping charges. Payment of all applicable taxes and/or shipping charges related to the delivery of the products and services included in this quote are the responsibility of the customer. Payment must be made in US Dollars. If you plan to purchase through a leasing company, please indicate in the notes section. Late payments may apply if past 34 days of Net Payment terms. This may result in a 1.5% month late fee.
May 31, 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 Nursing Home respectfully requests to enter into a one (1) year agreement with HMM CPAs who is our current provider of accounting, CON and consulting services.

Through the RFP process, HMM received a three (3) year contract with two (2), one (1) year options. We are requesting to exercise our right to renew the existing contract for one (1) year.

The annual compensation to HMM will remain the same

Thank you for your consideration.

Sincerely,

Larry L. Slatky
Executive Director

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

Description (e.g., Contract Authorization for Information Services):
Horan, Martello and Morrone, CPA's to Provide Accounting, CON and Consulting Services

Date: May 30, 2019
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.:
Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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):
HMM, CPA, LLP
527 Townline Road
Suite 203
Hauppauge, New York 11788

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

Amount/Raise Schedule/Fee: $44,500.00.
Scope of Services: To provide professional accounting services as it relates to the Medicare and Medicaid Cost Reports and submission, to assist with CON capital submissions to the NYSDOH and provide monthly accounting of expense to revenue. (See current agreement)

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: NH6020 44069
Appropriation Amount: $44,500.00

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

Term
Term: (Start and end date) November 1, 2019 through October 31, 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: Resolution 443/3170 of 2016
Date of Adoption: 10/13/2016

Justification: (state briefly why legislative action is requested)
HMM CPA has received through the RFP process a three-year contract with the option of two one-year renewals. We want to exercise our right to the first of two additional one-year contract renewals. The annual contract fee will remain the same. (See attachments)
RESOLUTION NO. 443

AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAs LLP, REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES FOR THE ALBANY COUNTY NURSING HOME AND AMENDING THE 2016 NURSING HOME BUDGET

Introduced: 10/13/16
By Audit and Finance Committee:

WHEREAS, The Executive Director of the Albany County Nursing Home has requested a contract for accounting and consulting services related to Medicaid and Medicare programs for the Nursing Home, including cost reporting, variance reports and training of staff, and

WHEREAS, Pursuant to the County procurement policy, an RFP was issued soliciting proposals for accounting and consulting services at the Nursing Home, and after three (3) proposals were received and reviewed, the Executive Director recommended awarding the contract to Horan, Martello and Morrone, CPAs LLP, who were the lowest responsible bidder, and

WHEREAS, The Executive Director has requested legislative approval of an agreement with Horan, Martello and Morrone, CPAs LLP, for an initial term of three (3) years, in a total amount of $183,500, commencing October 3, 2016 and ending October 2, 2019, and

WHEREAS, The Executive Director has also requested inclusion of a legislative option to renew the agreement with Horan, Martello and Morrone, CPAs LLP, at the conclusion of the initial contract term for two additional one-year terms at a price to be determined at that time, and

WHEREAS, The Executive Director has requested a budget amendment in order to fund the aforementioned agreement for accounting and consulting services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an initial agreement for a three year term, with Horan, Martello and Morrone, CPAs LLP, 527 Townline Road, Suite 203, Hauppauge, New York 11788 for accounting and consulting services at the Nursing Home in an amount not to exceed $183,500 commencing October 3, 2016 and ending October 2, 2019, and, be it further

RESOLVED, The contract shall, at the conclusion of the initial term, require legislative approval to execute up to two additional one-year renewal options with Horan, Martello and Morrone, CPAs LLP, at a price to be determined at that time, and, be it further

RESOLVED, That the 2016 Albany County Department of Residential Health Care Facilities Budget is amended as follows:
Decrease Appropriation Account NH6020.1 by $35,715 by decreasing Line Item NH6020 1 6501 001 Central Supply Supervisor by $35,715
Increase Appropriation Account NH6020.4 by $35,715 by increasing Line Item NH6020 44047 Consulting Services by $35,715

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. 10/13/18
AGREEMENT
BETWEEN THE
COUNTY OF ALBANY
AND
HMM, CPAs LLP
FOR
ACCOUNTING AND CONSULTING SERVICES FOR THE ALBANY COUNTY NURSING HOME

Contract No. 3170 of 2016

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

WITNESSETH:

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

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

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

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

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

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the RFP, which is incorporated by reference and made a part hereof; Addendum #1, which is incorporated by reference and made a part hereof; Addendum #2, which is incorporated by reference and made a part hereof; and Addendum #3, which is incorporated by reference and made a part hereof; Addendum #4, and the Proposal, which is incorporated herein and made a part hereof (collectively referred to as “the Agreement” hereinafter).

1.1. In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Addenda, in reverse numerical order and d 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

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

1. The Contractor shall be responsible for the preparation, certification and electronic filing (the facility needs to get the firm access to HPN) of the required RHCF-4 Medicaid Cost Report.

2. The Contractor shall assist in the preparation and filing of the Medicare Cost Report.

3. The Contractor shall compile financial statements on a monthly basis. Compilations will include Statement of Net Position, Statement of Revenues, Expenses, and Changes in Net Position and Notes to Financial Statements. On a quarterly basis, the firm will conference or meet with the Executive Director to discuss the financial statements.

4. The Contractor shall inform the Albany County Nursing Home of any regulation, reporting and/or rate changes, and preparation and filing of an appeal if such should be appealed.

5. The Contractor shall provide quarterly education training to the business office staff and other staff as necessary.
6. Issues Related to Cost Reporting--The Albany County Nursing Home will supply the firm with the following:
   a. Year-end audited financial statement.
   b. A trial balance in Excel Format
   c. Statistics and other information as requested.
   d. Preparation of Part I of the RCHF-4 from admissions/discharges and patient days from the facility records.
   e. PS&R.

7. Issues Relating to Compiling Financial Statements: The Albany County Nursing Home will electronically supply the firm with the following on a monthly basis:
   a) Trial balance in Excel or similar format. Trial balance must include account numbers, account names/descriptions, debit and credit amounts and must balance.
   b) Cumulative general ledger supporting the trial balance.
   c) Bank reconciliations for all cash accounts. These must reconcile to the trial balance.
   d) Accounts receivable ledger, detailed by resident, by payer, with totals. This must reconcile to the trial balance.
   e) Accounts payable ledger. This must reconcile to the trial balance.
   f) Detailed Sales journals (billed days, gross charges, contractual allowances, rates) Additional detail showing Medicare RUG days and rates must be provided.
   g) Audited financial statement with supporting trial balance. A cross-walk from the trial balance to the financial should accompany this if available.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, ONE HUNDRED AND THIRTY THREE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 ($133,500.00) (US CURRENCY) for all services performed pursuant to Article 2 of this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed invoice, plus all supporting documentation, to the Albany County Nursing Home.

ARTICLE 5. TERM OF AGREEMENT

5.1 The Contract shall commence upon execution and continue for three (3) years from the execution of the contract.
5.2 At the end of the initial three (3) year contract term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for an additional two (2) years, in two (2) consecutive one-year intervals.

ARTICLE 6. TERMINATION OF THE AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the Contractor’s right, title, or interest therein, without the prior written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

All technical data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.
ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.
ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contract. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.
ARTICLE 24. EXTRA WORK

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

ARTICLE 25 MISCELLANEOUS PROVISIONS

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

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

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

25.4 The County shall bear no responsibility other than that set forth in this Agreement.

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

ARTICLE 26. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Schedule B and made a part hereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

COUNTY OF ALBANY

DATE: 4/31/16

BY: [Signature]

Daniel P. McCoy
Albany County Executive
or
Phillip Calderone
Deputy County Executive

DATE: 11/07/2016

BY: [Signature]

Joseph F. Massella Jr., President
(Name & Title)

HMM, CPAs LLP
STATE OF NEW YORK
County OF ALBANY SS:

On the 21st day of November, 2016, before me, the undersigned, personally appeared Daniel McCoy or Phillip 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.

[Signature]
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 011A6322012
Qualified in Albany County
My Commission Expires March 30, 2019

STATE OF NEW YORK
County OF ALBANY SS:

On the 7th day of November, 2016, before me, the undersigned, personally appeared Joseph Martini 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.

[Signature]
Notary Public

ROBERT FRISONI
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN QUEENS COUNTY
No. 022R493681
COMM. EXPIRES APRIL 17, 2019
SCHEDULE "A"

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
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<tbody>
<tr>
<td>Property Damage</td>
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<tr>
<td>Bodily Injury</td>
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<tr>
<td>Personal Injury</td>
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Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than $1,000,000 per occurrence.
SCHEDULE B

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

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

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

A. DEFINITIONS

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

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.

2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e) (i) (ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an
accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (d)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene
Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2014 through December 31, 2016. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

   (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

   (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
G. **EFFECT OF TERMINATION**

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. **MISCELLANEOUS**

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.
May 29, 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 Nursing Home respectfully requests Legislative approval to purchase dressers, bedside tables, wardrobes, mattresses and head and foot boards for our existing beds from TC Equipment, LLC.

Through RFB #2019-067, Resident Furniture, we requested bids for the above mentioned furnishings. There were three (3) proposals (see attached tabulation) and TC Equipment was the lowest and responsible bidder. The amount required for this purchase is $354,415.00 that was anticipated in our renovation budget and will be paid through Bond HNN8, Bond Resolution #136, adopted April 13, 2017. It should be noted that this expenditure will be capitalized and reimbursed through the New York State Department of Health Medicaid Reimbursement System.

We respectfully request that the above purchase be approved.

Sincerely,

Larry I. Slatky
Executive Director

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

Description (e.g., Contract Authorization for Information Services): TC Equipment to Provide Dressers, Bedside Cabinets, Wardrobes, Mattresses and Foot and Headboards for Beds

Date: May 29, 2019
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep. Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
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):
TC Equipment LLC
326 Osborne Road
Loudonville, New York 12211

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

Amount/Raise Schedule/Fee: $354,415.00
Scope of Services: Purchase and delivery of dressers, bedside cabinets, wardrobes, mattresses and foot and headboards as per RFP 2019-067 Resident Furniture.

Bond Res. No.: 136
Date of Adoption: 4/13/2017

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: NYSDOH
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

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

Appropriation Account and Line: HNN8
Appropriation Amount: $354,415.00

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) 7/1/2019 through 12/31/2020
Length of Contract: 18 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)
Albany County Nursing Home is in the process of completing the renovation and new construction of the nursing home. This project includes the purchase of furniture as part of the renovation project. Through the RFP process, TC Equipment was the lowest responsible bidder and was recommended to receive this award. (See attached tabulation and concurrence letter)
MEMORANDUM

TO: Andy Lucarelli/ Larry Slatky
    Resident Healthcare Facility

FROM: Karen Storm
      Purchasing Agent

DATE: May 28, 2019

RE: RFB #2019-067 Resident Furniture

I am in receipt of your recommendation to award the aforementioned Request for Bids to TC Equipment LLC in the amount of $354,415.00.

As TC Equipment LLC 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.
COUNTY OF ALBANY

REQUEST FOR BIDS
ALBANY COUNTY RESIDENTIAL HEALTHCARE FACILITY

RFB #2019-067

RESIDENT FURNITURE

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Residential Furniture

RFB NUMBER: 2019-067

Receipt Confirmation Form

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

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

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

Company Name:

Address:

City: __________________________ State: __________ Zip Code: __________

Contact Person: __________________________

Title: __________________________

Phone Number: __________ Fax Number: __________ E-Mail: __________

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

☐ Yes / ☐ No

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

Courier Collect: __________ Mail __________
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-BIDDER RESPONSE
RFB #2019-067

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

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

________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________

Vendor Name:________________________________________________________
Contact Person:________________________________________________________
Vendor Address:________________________________________________________
Vendor Telephone:______________________________________________________
NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2019-067

Sealed Bids for Resident Furniture as requested by the Albany County Residential Health Care Facility will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, and local time on Thursday, May 23, 2019.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com starting by close of business (4:30 p.m.) on May 9, 2019.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
May 3, 2019

PUBLISH ONE DAY -- May 9th 2019 -- THE EVANGELIST
PUBLISH ONE DAY -- May 9th 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION - IMPORTANT NOTICE

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

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

SECTION 1: BID IDENTIFICATION

1.1 Title: Resident Furniture
1.2 Requesting Department: Albany County Residential Health Care Facility
1.3 Bid Number: 2019-067

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for resident furniture as requested by Albany County Residential Health Care Facility.

2.2 Minority Business Enterprises (MBE’s) and Women Business Enterprises (WBE’s) are encouraged to apply.

2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

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

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

GIB1
SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 A.M. THURSDAY ON MAY 23, 2019, at the following address:

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

4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

5.1 The bid term shall be from the date of award to June 30, 2020. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

GIB2
7.4 All bidders must document five (5) or more years in the business of providing the providing furniture to health care institutions.

7.5 Bidder must include at least five previously awarded contracts for provision of furniture to health care institutions.

SECTION 8: NOT IN USE

SECTION 9: DISQUALIFICATION

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

(a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder’s failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder’s default under previous contracts with the County.

(d) Bidder’s unsatisfactory work on previous contracts with the County.

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

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

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

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County’s form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.
SECTION 10: NOT IN USE

SECTION 11: NON-COLLABORATIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.
SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

(a) the execution of a contract by Albany County; or

(b) the award of a purchase order by Albany County; or

(c) as otherwise rejected by Albany County.

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

(a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

(b) Completeness of the bid; and

(c) Bidder's demonstrated capabilities and professional qualifications.

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

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.
SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

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

SECTION 17: AWARD OF BID

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

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

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

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.
SECTION 19: INSURANCE REQUIREMENTS

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

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

<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>

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

(a) Albany County shall be named as an additional named insured on all liability policies. The bid number must appear on policy.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

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

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

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

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

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

22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES
SECTION 23: CASH DISCOUNT

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

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

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

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

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

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

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

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

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

SECTION 25: MACBRIDE PRINCIPLES

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

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

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

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

SECTION 26: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

SECTION 30: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

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SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.
SPECIFICATIONS:

Delivery of the products below shall be completed in 2 phases.

Phase 1 shall include the delivery of 125 wardrobe units, and 80 mattresses, with a delivery date needed by July 15, 2019. If the delivery date cannot be met, the bidder must state on the bid form when delivery can be made.

Phase 2 shall be the remainder of the furniture, and mattresses, and be delivered on June 1, 2020.

All furniture delivered under this bid shall include a one year manufacturer's warranty from defects.

The County reserves the right to order additional units as required during the term of this bid.

Specifications for Bed Board Sets: Quantity 40

- Headboard to be straight ¾” thick wood pediment with 2” dentil molding on laminate panel with interior etching.
- Footboard to be bullnose edge, laminate panel with top, side, and center raised panels, 2mm radius side edges.
- Footboard to be bored to accept Graham Field Zenith Series bed control panel.
- Sample Board Set to be delivered no more than two weeks after bid award.

Specifications for Bedside Cabinets: Quantity 25

- Wood Species- Natural Birch and/or White Maple. All hardwood to be kiln-dried and of premium grade, selected free of visual and structural defect.
- Laminate- Laminate panels are to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and CARB 2 compliance rating. Panels to be sealed on all exposed surfaces.
- Top Construction- Postform grade High Pressure Laminate over contract grade flakeboard that has a minimum density of 45 lbs. and is CARB 2 compliant. Phenolic backing to be added to underside for balanced construction. Hardwood edges are to be applied prior to laminations and edges are to be captive to prevent any faulty seams. Hardwood edges to be applied with pocketbore screws and wood glue.
- End Panel Construction- Laminate panels are to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and is CARB 2 compliant.
Laminate end panel front edge to be banded with a 3/8” x 1 1/2” beaded maple wood edge. All other edges are to be sealed to prevent moisture absorption.

- Drawer Front Construction- Laminate panels to be ¾” thick and 2-sided over contract grade flakeboard that has a minimum density of 45 lbs. and is CARB 2 compliant. All edges are to be banded with 1mm PVC edgebanding to match laminate drawer front.
- Drawer Box Construction- Drawer boxes shall be four-sided with miter jointed wrap and a CARB 2 compliant rating. Drawer bottom to be ¾” thick white gloss fiberboard. Drawer bottoms are to set into grooves on all four sides. Drawer glides are to be side mounted and have a 100 lb. capacity.
- Door Construction- Laminate panels to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and is CARB 2 compliant. All edges are to be banded with 1mm PVC edgebanding to match laminate drawer front.
- Bun Feet- To be available in high density impact plastic to repel water and finished to match case goods. Bun feet to be CARB 2 compliant. Hardwood version to be hard maple and finished to match wardrobe.
- Back Panels- Bedside Cabinet back panels to be 1/8” thick pegboard that are attached with wood screws. Panels to be CARB 2 compliant.
- Case Construction- All stretchers and rails to be secured with hardwood dowels, cams, and posts. Utilize 32mm dowels and place pocket and bore screws strategically to maximize durability and strength. All shelves, decks, and bottoms to be secured with cams, dowels, screws, and glue.
- Finishes- All veneer, moldings, and hardwoods to be finished using dyes, wiping stains, and premium Conversion Varnishes and Lacquers.

- Style Criteria-
  - Classic Appearance
  - Laminate Surface
  - Top Edge to be Wood, round overedge with hardwood fluted crown molding
  - Self-Edge Door/Drawer Fronts
  - Drawer Fronts to be separate from the drawer box
  - Drawer construction to include dowels and staples on sides with a bead of glue along perimeter of drawer bottom
  - Drawers to be self-closing with metal drawer glides and have drawer stops for safety
  - All pieces to have ventilated backs
  - All pieces to have full bottom board
  - Bun Feet with crown mold detail
  - All pieces to have smooth floor glides
  - All pieces to have satin nickel half-moon pulls

- Bedside Cabinet must match existing room furnishings- Graham-Field Shannon Collection with Wild Cherry Finish.
- Bedside Cabinet to have (3) Drawers.
- Top Drawer to have lock. Two keys per piece to be provided. Master Key to be available.
• Must provide approval drawing one week after bid award and sample bedside cabinet for review two weeks or less after bid award.

**Specifications for Dressers:** Quantity 25

- Wood Species- Natural Birch and/or White Maple. All hardwood to be kiln-dried and of premium grade, selected free of visual and structural defect.
- Laminate- Laminate panels are to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and CARB 2 compliant. Panels to be sealed on all exposed surfaces.
- Top Construction- Postform grade High Pressure Laminate over contract grade flakeboard that has a minimum density of 45 lbs. and is CARB 2 compliant. Phenolic backing to be added to underside for balanced construction. Hardwood edges are to be applied prior to laminations and edges are to be captive to prevent any faulty seams. Hardwood edges to be applied with pocketbore screws and wood glue.
- End Panel Construction- Laminate panels are to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and is CARB 2 compliant. Laminate end panel front edge to be banded with a 3/8” x 1 ½” beaded maple wood edge. All other edges are to be sealed to prevent moisture absorption.
- Drawer Front Construction- Laminate panels to be ¾” thick and 2-sided over contract grade flakeboard that has a minimum density of 45 lbs. and is CARB 2 compliant. All edges are to be banded with 1mm PVC edgebanding to match laminate drawer front.
- Drawer Box Construction- Drawer boxes shall be four-sided with miter jointed wrap and a CARB 2 compliant rating. Drawer bottom to be ¾” thick white gloss fiberboard. Drawer bottoms are to set into grooves on all four sides. Drawer glides are to be side mounted and have a 100 lb. capacity.
- Door Construction- Laminate panels to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and is CARB 2 compliant. All edges are to be banded with 1mm PVC edgebanding to match laminate drawer front.
- Bun Feet- To be available in high density impact plastic to repel water and finished to match case goods. Bun feet to be CARB 2 compliant. Hardwood version to be hard maple and finished to match wardrobe.
- Back Panels- Dresser back panels to be 1/8” thick pegboard that are attached with wood screws. Panels to be CARB 2 compliant.
- Case Construction- All stretchers and rails to be secured with hardwood dowels, cams, and posts. Utilize 32mm dowels and place pocket and bore screws strategically to maximize durability and strength. All shelves, decks, and bottoms to be secured with cams, dowels, screws, and glue.
- Finishes- All veneer, moldings, and hardwoods to be finished using dyes, wiping stains, and premium Conversion Varnishes and Lacquers.

- Style Criteria-
  - Classic Appearance
  - Laminate Surface
  - Top Edge to be Wood, round overedge with hardwood fluted crown molding
  - Self-Edge Door/Drawer Fronts
- Drawer Fronts to be separate from the drawer box
- Drawer construction to include dowels and staples on sides with a bead of glue along perimeter of drawer bottom
- Drawers to be self-closing with metal drawer glides and have drawer stops for safety
- All pieces to have ventilated back
- All pieces to have full bottom board
- Bun Feet with crown mold detail
- All pieces to have smooth floor glides
- All pieces to have satin nickel half-moon pulls

- Dresser Style must match existing room furnishings- Graham-Field Shannon Collection with Wild Cherry Finish.
- Dresser to have (4) Drawers.
- Must provide approval drawing one week after bid award and sample dresser for review two weeks or less after bid award.

**Specifications for Overbed Tables:** Quantity 25

- Gas cylinder lift mechanism that can be mounted on either the right or left side of the base.
- Height Adjustment Range- Infinite between 27” and 42”.
- Table must be adjustable in upward direction without having to activate handle.
- Capable of handling 100 lbs. of evenly distributed weight
- Neutral, opal-colored powder coat base
- Base available in either “H”, “U”, or “Fork” design.
- 2” Casters on base.
- Top to be 18” x 32”

**Specifications for Wardrobes:** Quantity 255 – Delivery of 125 by July 15, 2019

- Wood Species- Natural Birch and/or White Maple. All hardwood to be kiln-dried and of premium grade, selected free of visual and structural defect.
- Laminate- Laminate panels are to be 3/8” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and CARB 2 compliancy rating. Panels to be sealed on all exposed surfaces.
- Top Construction- Postform grade High Pressure Laminate over contract grade flakeboard that has a minimum density of 45 lbs. and is CARB 2 compliant. Phenolic backing to be added to underside for balanced construction. Hardwood edges are to be applied prior to laminations and edges are to be captive to prevent any faulty seams. Hardwood edges to be applied with pocketbore screws and wood glue.
- End Panel Construction- Laminate panels are to be 3/8” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and is CARB 2 compliant. Laminate end panel front edge to be banded with a 3/8” x 1 1/2” beaded maple wood edge. All other edges are to be sealed to prevent moisture absorption.
• Drawer Front Construction- Laminate panels to be ¼” thick and 2-sided over contract grade flakeboard that has a minimum density of 45 lbs. and is CARB 2 compliant. All edges are to be banded with 1mm PVC edgebanding to match laminate drawer front.
• Drawer Box Construction- Drawer boxes shall be four-sided with miter joints wrap and a CARB 2 compliant rating. Drawer bottom to be ¼” thick white gloss fiberboard. Drawer bottoms are to set into grooves on all four sides. Drawer glides are to be side mounted and have a 100 lb. capacity.
• Door Construction- Laminate panels to be ¾” thick and 2-sided over contract grade flakeboard core that has a minimum density of 45 lbs. and is CARB 2 compliant. All edges are to be banded with 1mm PVC edgebanding to match laminate drawer front.
• Doors are to be hung on 110 degree euro hinges with recessed cup and dowels. Hinges are to have full range of adjustment.
• Bun Feet- To be available in high density impact plastic to repel water and finished to match case goods. Bun feet to be CARB 2 compliant. Hardwood version to be hard maple and finished to match wardrobe.
• Back Panels- Wardrobe back panels to be 1/8” thick pegboard that are attached with wood screws. Panels to be CARB 2 compliant.
• Case Construction- All stretchers and rails to be secured with hardwood dowels, cams, and posts. Utilize 32mm dowels and place pocket and bore screws strategically to maximize durability and strength. All shelves, decks, and bottoms to be secured with cams, dowels, screws, and glue.
• Finishes- All veneer, moldings, and hardwoods to be finished using dyes, wiping stains, and premium Conversion Varnishes and Lacquers.
• Style Criteria-
  o Classic Appearance
  o Laminate Surface
    o Top Edge to be Wood, round over edge with hardwood fluted crown molding
    o Self-Edge Door/Drawer Fronts
    o Drawer Fronts to be separate from the drawer box
    o Drawer construction to include dowels and staples on sides with a bead of glue along perimeter of drawer bottom
    o Drawers to be self-closing with metal drawer glides and have drawer stops for safety
    o All pieces to have ventilated backs
    o All pieces to have full bottom board
    o Bun Feet with crown mold detail
    o All pieces to have smooth floor glides
    o All pieces to have satin nickel half-moon pulls
    o Doors to be removable without the need to remove hinges
• Wardrobe Style must match existing room furnishings- Graham-Field Shannon Collection with Wild Cherry Finish.
• Interior dimensions of unit to be 36” Wide by 24” Deep at a minimum.
• Wardrobe to have (2) Drawers in lower right portion and Hat Shelf near top of unit.
• Must provide approval drawing one week after bid award and sample wardrobe for review two weeks or less after bid award.
Specifications for Mattresses: Quantity 150 – 80 to be delivered by July 15, 2019

Note: Mattress’s carry a longer warranty as noted below.

- Mattress to have weight capacity of 500 lbs.
- Mattress to be available in 36”, 39”, or 42” width
- Mattress to be 84” long.
- Mattress to be pressure redistribution style constructed of open cell visco memory foam infused with gel polymers.
- Mattress to have precision cut air pockets.
- Mattress to have quilted foam top layer in heel section and the heel section should have a 30 degree slope.
- Mattress to be available with option of built-in raised side rails where rails are 3” high and cut-out for egress is 24” long.
- Mattress Cover to be vapor permeable yet fluid resistant and made from stretch nylon anti-bacterial/anti-microbial fabric with low friction & low shear properties.
- Mattress Cover to have cross contamination zipper flat.
- Mattress to carry non pro-rated 15 year warranty. Cover to carry 2-year non pro-rated warranty.
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Resident Furniture
Bid Number: 2019-067

THIS BID 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 BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.

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

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

       Date                           Number

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

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

BF1
(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

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

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   (b) Acknowledgment by Bidder (Attachment “B”)
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   (d) Iranian Energy Divestment Certification (Attachment “D”)
   (e) Customer References
   (f) Warranty Information

7. Communication concerning this Bid shall be addressed to:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Phone: __________________________________________________________________

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

BID FORM

BID IDENTIFICATION:

Title: Resident Furniture
Bid Number: 2019-067

Bid pricing shall be submitted on the attached itemized Bid Proposal Form. All bid pricing shall include: furniture assembly; inside delivery; health care staff training and facilities (maintenance) staff training; and warranties as specified within this RFB.

Phase I - 125 Wardrobes have a required delivery date of July 15th 2019. If you cannot meet the delivery date of July 15th please indicate the alternative date on the line.

Wardrobe delivery will be met on: ________________________

Phase I - 80 mattresses have a required delivery date of July 15th 2019. If you cannot meet the delivery date of July 15th please indicate the alternative date on the line.

Mattress delivery will be met on: ________________________
REQUEST FOR BIDS #2019-067  
RESIDENT FURNITURE  
ITEMIZED BID PROPOSAL FORM

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<th>ITEM #</th>
<th>ANTICIPATED PURCHASE QUANTITY</th>
<th>DESCRIPTION</th>
<th>ITEM OFFERED (MFG., PART #, DESCRIPTION)</th>
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<th>EXTENDED PRICE</th>
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<td>TOTAL BID</td>
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BFS
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

________________________________________
Signature

________________________________________
Title

________________________________________
Date

________________________________________
Company Name
ATTACHMENT “B”
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF __________  
COUNTY OF __________  

SS.:  

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

Notary Public, State of ____________
Qualified in __________
Commission Expires __________

If Corporation:

STATE OF __________  
COUNTY OF __________  

SS.:  

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

Notary Public, State of ____________
Qualified in __________
Commission Expires __________

If Partnership:

STATE OF __________  
COUNTY OF __________  

SS.:  

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

Notary Public, State of ____________
Qualified in __________
Commission Expires __________
# VENDOR RESPONSIBILITY QUESTIONNAIRE

1. **VENDOR IS:**
   - [ ] PRIME CONTRACTOR

2. **VENDOR'S LEGAL BUSINESS NAME**

3. **IDENTIFICATION NUMBERS**
   - a) FEIN #
   - b) DUNS #

4. **D/B/A – Doing Business As (if applicable) & COUNTY FIELD:**

5. **WEBSITE ADDRESS (if applicable)**

6. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE**

7. **TELEPHONE NUMBER**

8. **FAX NUMBER**

9. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above**

10. **TELEPHONE NUMBER**

11. **FAX NUMBER**

12. **AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**
   - Name
   - Title
   - Telephone Number
   - Fax Number
   - e-mail

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

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

14. **DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE?** List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.

   □ Yes □ No

15. **ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:**

   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

   □ Yes □ No

   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 STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:
   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
       2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
       3. entered into an agreement to a voluntary exclusion from bidding/contracting;
       4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;
       5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
       6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
       7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
       8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility;
       9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
   b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?
   c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:
       1. federal, state or local health laws, rules or regulations.

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?
   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:
   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.
   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.
   c) Property Tax
      Indicate the years the vendor failed to file.

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?
   Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN VOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor’s current position, for example, Current Ratio, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation.
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes  ☐ No

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

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

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

State of:  

County of:  

CERTIFICATION:  

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

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

Name of Business  

Signature of Owner  

Address  

Printed Name of Signatory  

City, State, Zip  

Title  

Sworn before me this _____ day of __________, 20__:
Notary Public

__________________________  
Printed Name

__________________________  
Signature

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

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

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

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

Signature

Title

Date

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

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

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

SANCTIONS
SC-19.5.1
If CONTRACTOR cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the CONTRACT involved; disqualification of the CONTRACTOR from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the PERFORMANCE BOND.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?

12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?
County of Albany
Department of Affirmative Action
Compliance Forms
COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

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

Contractor: ______________________ Address: ______________________ City/State/Zip: ______________________

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

Project Name: ______________________ Project Cost: ______________________ Completion Date: ______________________

Contract Description: ______________________

Bidder is an approved __ MBE ___ WBE If yes, specify agency: ______________________

---

Joint Venture

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

☐ No MBE/WBE joint ventures with Bidder on this Contract.

☐ Bidder is joint venturing with the following firm(s)

(attach a copy of joint venture agreements to this form)

Name: ______________________ Address: ______________________ City/State/Zip: ______________________

Telephone: ______________________ Federal ID No.: ______________________

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

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

---

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = $ __________

WBE Goal: 5% x Total Bid Amount = $ __________
Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

<table>
<thead>
<tr>
<th>Sub-contractor Name, Address, Phone</th>
<th>Amount of Sub-contract &amp; Award Date</th>
<th>Description of Work (Trade)</th>
<th>Start Date Completion Date</th>
<th>Contracted Payment Schedule</th>
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Page 8 of 12
I, ____________________________, representative of __________________________, declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: ____________________________ Date: ____________________________
County of Albany
Monthly Utilization Report

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5286. For assistance call (518) 447-7010.

Contractor: ___________________________ Address: ___________________________ City/State/Zip: ___________________________

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

Project Name: ___________________________ Project Cost: ___________________________ Completion Date: ___________________________

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<thead>
<tr>
<th>Reporting Period: Month</th>
<th>Year</th>
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<thead>
<tr>
<th>Trade</th>
<th>Number of Hours Worked by Minorities</th>
<th>Number of Hours Worked by Women</th>
<th>Number of Hours Worked by Non-Minorities</th>
<th>Total Hours Worked</th>
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<th>Total(s)</th>
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Information provided by (please print): ___________________________ Date: ___________________________

(See over for instructions)
M/W/DBE Payments

<table>
<thead>
<tr>
<th>M/W/DBE Firm (s) Participating On The Project</th>
<th>Payments Made This Month</th>
<th>Payments Made To Date</th>
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**INSTRUCTIONS**

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

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

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

**NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.**
Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: ___________________________ Address: ___________________________ City/State/Zip: ___________________________

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

Contract Type/Number: ___________________________ Project Cost: ___________________________

( ) Request Waiver of Minority/Women Labor Participation Goal. Please explain:

__________________________________________________________________________

Actions taken to include minority/women labor

__________________________________________________________________________

( ) Request Waiver of Minority Subcontractor Participation Goal. Please explain:

__________________________________________________________________________

Actions taken to include MBE and/or WBE Subcontractor(s)

__________________________________________________________________________

Name (please print) ___________________________ Signature ___________________________ Title ___________________________
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Resident Furniture
Bid Number: 2019-067

THIS BID 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 BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

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

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

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

<table>
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<tr>
<th>Date</th>
<th>Number</th>
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<tbody>
<tr>
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</tr>
<tr>
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<td># 3</td>
</tr>
</tbody>
</table>

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

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

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

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:
   
   (a) Non-Collusive Bidding Certificate (Attachment "A")
   
   (b) Acknowledgment by Bidder (Attachment "B")
   
   (c) Vendor Responsibility Questionnaire (Attachment "C")
   
   (d) Iranian Energy Divestment Certification (Attachment "D")
   
   (e) Customer References
   
   (f) Warranty Information

7. Communication concerning this Bid shall be addressed to:

    Tim Reiss, TC Equipment, LLC
    326 Osborne Road
    Loudonville, NY 12211
    Phone: 518-250-9781

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

BID FORM

BID IDENTIFICATION:

Title: Resident Furniture
Bid Number: 2019-067

Bid pricing shall be submitted on the attached itemized Bid Proposal Form. All bid pricing shall include: furniture assembly; inside delivery; health care staff training and facilities (maintenance) staff training; and warranties as specified within this RFB.

*Phase I - 125 Wardrobes have a required delivery date of July 15th 2019. If you cannot meet the delivery date of July 15th please indicate the alternative date on the line.

Wardrobe delivery will be met on: ___________________________

Phase I - 80 mattresses have a required delivery date of July 15th 2019. If you cannot meet the delivery date of July 15th please indicate the alternative date on the line.

Mattress delivery will be met on: ___________________________

*Must have order entered with factory on or before May 31, 2018 to meet July 15th delivery date.

BF3
COMPANY: TC Equipment, LLC
ADDRESS: 326 Osborne Road
CITY, STATE, ZIP: Loudonville, NY 12211
TEL. NO.: 518-250-9781
FAX NO.: 518-426-1645
FEDERAL TAX ID NO.: 45-4708932
REPRESENTATIVE: Tim Reiss
E-MAIL: tcequipmentllc@gmail.com
SIGNATURE AND TITLE Tim Reiss, Sales/Operations Mgr.
DATE May 20, 2019
<table>
<thead>
<tr>
<th>ITEM PR #</th>
<th>DESCRIPTION</th>
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<th>QUANTITY</th>
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<tr>
<td>F00</td>
<td>Mirrors</td>
<td>75.00</td>
<td>100</td>
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**Note:**
- All items are standard furniture pieces.
- The unit price is for each item.
- The quantity is for the total number of items available.

**Request for Bids #2019-067**

TC Equipment LLC
Project Scope

- Approximately three full truckloads and one or two LTL deliveries to arrive on scheduled days in mid-July of 2019 (or later date as determined by need and/or order placement date). These deliveries will contain 125 wardrobes and 80 mattresses as per specifications.
- On or about June 1, 2020, approximately three full truckloads and one or two LTL deliveries will arrive on scheduled days. These deliveries will contain balance of items (130 wardrobes, 25 Bedside Cabinets, 25 Dressers, 25 OverBed Tables, and 70 mattresses) as per specifications.
- Receive all deliveries.
- Place all wardrobes in assigned resident rooms. No additional work such as securing wardrobes to walls is included.
- Remaining items to be placed in inside central location near offloading site.
- Clean up all packaging materials and place in dumpster(s) provided by ACNH.
- Final inspection of all installed items.
- Any delays, obstructions, or additional expenses created outside the original project scope by the customer are subject to reimbursement.
Customer References

1.) Albany County Nursing Home
   780 Albany Shaker Road
   Albany, NY 12211
   Ph: 518-869-2231
   Larry Slatky, Executive Director
   Andy Lucarelli, Director of Physical Plant/Maintenance

2.) Baptist Health Nursing & Rehabilitation Center
   297 N. Ballston Ave.
   Scotia, NY 12302
   Ph: 518-570-4700
   Matt Tremblay, Purchasing Manager
   Scott Bryson, Director of Facilities

3.) Kingsway Community
   323 Kings Road
   Schenectady, NY 12304
   Ph: 518-393-8800
   Michael McPartlon, Owner
   Mark Olsen, Administrator
   Todd Markle, Facilities Director

4.) Teresian House
   200 Washington Avenue Ext.
   Albany, NY 12203
   Ph: 518-456-2000
   Jerry Palma, Director of Facilities
   Tracie Dott, Director of Purchasing

5.) Wesley Healthcare Center
   131 Lawrence Street
   Saratoga Springs, NY 12866
   Ph: 518-587-3600
   Charles “Dutch” Hayward, Administrator
   David Dimassimo, Purchasing Manager

May 2019
Casegood Limited Warranty

Products manufactured by GF Health Products, Inc. are warranted to the original purchaser to be free of defects in material and workmanship for a period of one (1) years commencing from the date of shipment.

In the event of a defect in materials or workmanship covered by this warranty, GF Health Products, Inc. will, at its option, repair or replace the product, provided the product is returned to GF Health Products, Inc., freight prepaid. If the returned product qualifies for warranty service as described above, GF Health Products, Inc. will pay return transportation costs for replacement parts or repairs. Product returns must receive prior approval from the Customer Service Department and customer must adhere to the GF Health Products, Inc. Product Return Policy. Replacement product colors are not guaranteed to match, as they are subject to change over time.

The Customer Service Department will provide you with a Return Merchandise Authorization (RMA) number; be certain to attach or include this number with the returned product. This warranty period does not apply to damage resulting from abuse, accident, negligence, misuse, unsuitable environmental conditions, or improper cleaning.

August 2012
Heavy Duty Overbed Table/Head and Footboard Warranty Policy

GF Health Products, Inc. hereby extends the following warranty on all our products to the original purchaser. GF Health Products, Inc. will repair or, at its option, replace any products found to be defective because of faulty workmanship or material; provided, however, that such products shall be returned to GF Health Products, Inc. This limited warranty does not cover damage to products through accident or misuse. Terms of this warranty shall be for one year commencing the date of shipment.
**Protekt® 400**

**Pressure Redistribution Foam Mattress**

**FEATURES AND BENEFITS:**
- Multi-layered mattress offers a top layer of open cell visco memory foam, providing excellent pressure redistribution, a decrease in perspiration and a cool sleeping surface.
- The sloped heel section combined with ultra soft high resilient foam reduces pressure and increases blood circulation by redistributing the load from heel to the less vulnerable lower leg.
- PTSS Rail System provides additional support for easy patient transfer and edge of bed sitting.
- Stretch nylon top cover reduces perspiration and provides a low shear friction surface that is antimicrobial and fluid resistant.
- 360 degree zipper for easy removal, cleaning or replacement.
- Anti-Contamination Flap covers the zipper reducing the possibility of fluids damaging the foam core.
- Bottom Cover: Triple laminate vinyl; fluid resistant; anti-microbial/anti-bacterial; fire retardant.
- Weight Capacity: 450 lbs.
- Warranty: Core: 15 Year Non-Prorated, Cover: 2 Year.
- Optional raised rails available on all sizes.

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<th>Description</th>
<th>Dimensions</th>
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**Protekt® 500**

**Gel Infused Foam Pressure Redistribution Mattress**

**FEATURES AND BENEFITS:**
- The Protekt® 500 with (VGPT)™ Visco Gel Polymer Technology is a revolutionary support surface that provides unprecedented pressure redistribution, rapid heat dissipation, and vast increases in breathability compared to traditional foam.
- Reduces occurrence of pressure sores by channeling heat away from the body significantly faster than traditional foam, virtually eliminating perspiration.
- Superior pressure redistribution is delivered by providing more support and less cradling at higher levels of compression, redistributing pressure over a larger surface area eliminating static fatigue.
- Protects vulnerable heel area with the patented Lura-Quilt™ foam and a 20 degree slope redistributing pressure to the entire leg and away from the heel.
- PTSS Rail System provides additional support for easy patient transfer and edge of bed sitting.
- Stretch nylon top cover reduces perspiration and provides a low shear friction surface that is antimicrobial and fluid resistant.
- Bottom Cover: Triple laminate vinyl; fluid resistant; anti-microbial/anti-bacterial; fire retardant.
- Available in 42", 48", 54" & 60" widths.
- Weight Capacity: 450 lbs.
- Warranty: Core: 15 Year Non-Prorated, Cover: 2 Year.
- Optional raised rails available on all sizes.

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

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

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

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

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

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

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

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

[Signature]
Owner

[Date] 5/20/19

[Company Name]
TC Equipment, LLC
ATTACHMENT “B”
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF ____________________ )
COUNTY OF ____________________ ) SS.: 

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

______________________________
Notary Public, State of ____________

Qualified in ______________________

Commission Expires __________________

If Corporation:

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

On this 13 day of ___________ 200__, before me personally appeared ______________________, 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 New York
Notary Public - State of New York
No. 01TH8359552
Qualifed in Albany County
My Commission Exp. 06/20/2021

If Partnership:

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

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

______________________________
Notary Public, State of ____________

Qualified in ______________________

Commission Expires __________________
ATTACHMENT “C”
ALBANY COUNTY
_VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   X PRIME CONTRACTOR

2. VENDOR’S LEGAL BUSINESS NAME
   TC Equipment, LLC

3. IDENTIFICATION NUMBERS
   a) FEIN # 45-4708932
   b) DUNS # 078439083

4. DBA – Doing Business As (if applicable) & COUNTY FIELD:

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   326 Osborne Rd, Loudonville, NY

7. TELEPHONE NUMBER
   518-250-9781
   518-426-1645

8. FAX NUMBER

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   IN NEW YORK STATE, if different from above

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE
   Name Cynthia R. Reiss
   Title Owner
   Telephone Number 518-250-9781
   Fax Number 518-426-1645
   e-mail tcequipment11c@gmail.com

13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.
   a) NAME Cynthia Reiss
      TITLE Owner
   b) NAME
      TITLE
   c) NAME
      TITLE

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

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or DBA OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any DBA names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.
   [No]

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   a) An elected or appointed public official or office?
      List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service
   [No]

   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.
   [No]
16. **WITHIN THE PAST (3) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:**

   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
   2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
   3. entered into an agreement to a voluntary exclusion from bidding/contracting;
   4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;
   5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
   6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
   7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
   8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility;
   9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

   b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, kickbacking, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?

   c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:  
   1. federal, state or local health laws, rules or regulations.

   [Options: ☐ Yes ☒ No]

17. **IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALITIES SECURED BY ANY GOVERNMENTAL AGENCY?**

   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

   [Options: ☐ Yes ☒ No]

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

   a) file returns or pay any applicable federal, state or city taxes?
   Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   b) file returns or pay New York State unemployment insurance?
   Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

   c) Property Tax
   Indicate the years the vendor failed to file.

   [Options: ☐ Yes ☒ No]

19. **HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?**

   Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FBN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

   [Options: ☐ Yes ☒ No]

20. **IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MIGHT BE BROUGHT AGAINST IT?** Provide financial information to support the vendor's current position, for example, Current Statement, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

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

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

State of: New York  )
) ss:
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 ad belief;
- Is knowledgeable about the submitting vendor’s business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor’s responses.

Name of Business  TC Equipment, LLC
Address  326 Osborne Road
City, State, Zip  Loudonville, NY 12211

Signature of Owner  Timothy Reis
Printed Name of Signatory  Timothy Reis
Title  Sales & Operations Manager

Sworn before me this 13 day of May, 2019.

Notary Public  

MANOUCHEKA THEODORE
Notary Public - State of New York
No. 01TH6359552
Qualified in Albany County
My Commission Exp. 05/30/2021

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

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

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

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

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

[Signature]

Owner

Date 5/20/19

TC Equipment, LLC

Company Name
| ITEM | ANTIQUATED PURCHASE QUANTITY | DESCRIPTION | ITEM OFFERED (MFG, PART 
& DESCRIPTION) | UNIT PRICE | EXTENDED PRICE | ITEM OFFERED (MFG, PART 
& DESCRIPTION) | UNIT PRICE | EXTENDED PRICE | ITEM OFFERED (MFG, PART 
& DESCRIPTION) | UNIT PRICE | EXTENDED PRICE |
|------|-----------------------------|-------------|-----------------------------|-----------|---------------|-----------------------------|-----------|---------------|-----------------------------|-----------|---------------|
| 1    | 40                          | Bed Brand | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00   | $14,160.00 | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $14,160.00 | NO BID | NO BID |
| 2    | 25                          | Bedside | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $8,850.00 | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $8,850.00 | NO BID | NO BID |
| 3    | 25                          | Dressers | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $12,750.00 | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $12,750.00 | NO BID | NO BID |
| 4    |                             | Overbed Table | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $12,750.00 | Graham Field 355244 5-Drawer 
       Dresser, Shorenson Collection | $354.00 | $12,750.00 | NO BID | NO BID |
| 5    |                             | Wardrobes | Custom Shorenson Collection Wardrobe in 
       Natural Spun | $1,050.00 | $3,150.00 | Custom Shorenson Collection Wardrobe in 
       Natural Spun | $1,050.00 | $3,150.00 | NO BID | NO BID |
| 6    | 350                         | Mattresses | Refresh 61" 
       Gel/Feather Foam Mattress, Ha 
       rated 100 lbs | $24,500.00 | $7,350.00 | Refresh 61" 
       Gel/Feather Foam Mattress, Ha 
       rated 100 lbs | $24,500.00 | $7,350.00 | NO BID | NO BID |

Freight, Inside Delivery & Placement: $24,500.00

Total Bid: $74,989.91

Total Bid: $74,989.91
June 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 Nursing Home respectfully requests the approval to enter into an agreement with Standard Commercial Interiors to purchase furniture through State Contract(s) as specified in the architectural drawings.

I have attached a copy of their State Approval numbers by company name, provided by Standard Commercial Interiors.

This purchase is part of our renovation and new construction project and planned for in our budget. The cost of this purchase will be $600,303.20 and will be paid by utilizing Bond HNN8, Resolution number 136.

We respectfully request approval to purchase, install and store these furnishings.

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):
Standard Commercial Interiors to Purchase, Install and Store Furniture through State Contract(s)

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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) 
   Purchase, Install and Store Furniture

Contract Terms/Conditions:

Party (Name/address):
   Standard Commercial Interiors
   107 Champlain Street
   Albany, New York 12204

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

Amount/Raise Schedule/Fee: $600,363.20
Scope of Services: Standard Commercial Interiors will purchase and install furniture, as per architectural specifications. These purchase will be through State Contracts (see attachment) and will be stored as needed.

Bond Res. No.: 136
Date of Adoption: 4/12/17

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: HNN8
Appropriation Amount: $600,303.20

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) July 1, 2019 through December 31, 2020
Length of Contract: 18 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)
Albany County Nursing Home is renovating its existing nursing home and adding licensed replacement beds and common areas through new construction. This project will require the replacement of existing furniture and the addition of new furnishings. Standard Commercial Interiors is a State Contract company that can provide this furniture as per the architect specifications and has been recommended and approved for this purchase.
The Purchasing Division has reviewed and confirmed that all items are listed on the NYS Contract and are being provided at the correct list price and discounts, totaling $600,303.20 for SCI. Thank you!

Pam O'Neill, CPPB
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.7139
fax 518.447.5588
www.albanycounty.com
pamela.oneill@albanycountyny.gov

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# SHAKER PLACE NYS CONTRACT INFO:

All info below can be found at:
https://www.oas.state.ny.us/purchase/spa/awards/2091523109CAN.HTM
(Click on "CONTRACT INFORMATION" for PC#, PRICING PAGES, AUTHORIZED DEALER INFO, ETC.)

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- SCI is an Authorized Dealer for all manufacturers listed above (listed under MMR Enterprises Inc. D/B/A Standard Commercial Interiors)
- PO’s can be made out directly to SCI, please email to our Customer Service Department @ CustomerService@scifurniture.com; please DO NOT send your PO directly to Manufacturer.

A Division of MMR Enterprises Inc
www.scifurniture.com
107 Champlain St, Albany, NY 12204
(518) 433-0020 office
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<td>GRADE 2- MONROE (MICA)</td>
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<td>X-SERIES LATERAL FILE, 42&quot; W, 4-HIGH, &quot;J&quot; PULL, COUNTERWEIGHT, LOCKING</td>
<td>PUTTY METAL FINISH, GRADE A</td>
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<td>$ 729.64</td>
<td>$ 1,457.28</td>
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<td>CHERRY TFL</td>
<td>T9</td>
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<td>GRADE 2 VINYL, ELEMENT (ONYX)</td>
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<td>MESH BACK, CARPET CASTERS</td>
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<td>X-SERIES LATERAL FILE, 42&quot; W, 4-HIGH, &quot;J&quot; PULL, COUNTERWEIGHT, LOCKING</td>
<td>PUTTY METAL FINISH, GRADE A</td>
<td>LF2</td>
<td>$ 729.64</td>
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<td>FOCUS TASK CHAIR, HIGH GRADE 2 VINYL, ELEMENT (ONYX) BLACK TRIM C2</td>
<td>2 $ 274.83</td>
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<td>ELOCUENCE GUEST CHAIR, FULLY UPH BACK GRADE 2 VINYL, SEDONA (NIGHTHAWK) CORDOVAN WOOD TRIM C6</td>
<td>2 $ 409.08</td>
<td>$ 818.16</td>
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<td>* MULTI *</td>
<td>400 SERIES L-SHAPED DESK, LINEAR PULL, 30X72 DESK W 8F, PENDANT 8X64 OVERHEAD W 8' 12 LED LIGHT GRADE 2-MONROE (MCA) CHERRY TFL D5</td>
<td>1 $ 1,802.04</td>
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<td>6' X 20' RETURN W 8F, 2X44 OVERHEAD W TACKBOARD &amp; 44' LED LIGHT</td>
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<td>41NN-B367314</td>
<td>400 SERIES LAMINATE OPEN BOOKCASE</td>
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<td>CHERRY TFL B1</td>
<td>2 $ 365.24</td>
<td>$ 365.24</td>
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<td>HAWORTH</td>
<td>JLRD-0442-SJ</td>
<td>X-SERIES LATERAL FILE, 42W, 4-HIGH, &quot;J&quot; PULL, COUNTERWEIGHT, LOCKING</td>
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<td>2 $ 728.64</td>
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<td>RESIDENT ACTIVITIES</td>
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<td>ACCOMMODATE GUEST CHAIR, WITH ARMS, ON GLIDES GRADE 2 FABRIC, DOTTY (VELUM) BLACK ARMS, METALLIC SILVER LEGS</td>
<td>C10 $ 167.91</td>
<td>$ 3,359.20</td>
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<td>6'X5'</td>
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<td>H8590</td>
<td>ACCOMMODATE BARIATRIC CHAIR, WITH ARMS, ON GLIDES GRADE 2 FABRIC, DOTTY (VELUM) BLACK ARMS, METALLIC SILVER LEGS</td>
<td>C17 $ 232.20</td>
<td>$ 1,551.24</td>
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<td>DRY3672</td>
<td>DRAKE CONFERENCE TABLE, 30X72 WIDHT X 30 LAMINATE TOP, PVC EDGE, METAL LEGS, LEGS, BRUSHED ALUMINUM</td>
<td>T2 $ 740.21</td>
<td>$ 5,593.68</td>
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<td>1-171</td>
<td>SAFE</td>
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<td>143</td>
<td>TERRIANA GUEST CHAIR, WOOD BACK, UPH SEAT, PATTERN: CASABLANCA (MAGENTA) WOOD BACK, PECAN POLY ARM CAPS: BLACK FRAME, BLACK WRINKLE</td>
<td>C11 $ 437.07</td>
<td>$ 26,589.79</td>
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<td>1430AR</td>
<td>TERRIANA BARIATRIC CHAIR, WOOD BACK, UPH SEAT, PATTERN: CASABLANCA (MAGENTA) WOOD BACK, PECAN POLY ARM CAPS: BLACK FRAME, BLACK WRINKLE</td>
<td>C12 $ 739.43</td>
<td>$ 4,439.58</td>
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<td>ERG</td>
<td>169</td>
<td>TERRIANA BAR STOOLS, WOOD BACK, UPH SEAT, PATTERN: CASABLANCA (MAGENTA) WOOD BACK, PECAN POLY ARM CAPS: BLACK FRAME, BLACK WRINKLE</td>
<td>C13 $ 563.23</td>
<td>$ 6,038.76</td>
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<td>ERG</td>
<td>NPH86D</td>
<td>36&quot; ROUND BAR-HIGH TABLE, LAMINATE TOP, METAL X-BASE, TOP: FORMICA (EARTHEEN WARP) FINISH:MATT</td>
<td>T3 $ 365.00</td>
<td>$ 1,158.00</td>
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<td>5623-B1-Y-21-AB2</td>
<td>FOCUS TASK CHAIR, HIGH GRADE 2 VINYL, ELEMENT (ONYX) BLACK TRIM C2</td>
<td>1 $ 274.83</td>
<td>$ 274.83</td>
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<td>MESH BACK, CARPET CASTERS</td>
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<td>ELOCUENCE GUEST CHAIR, FULLY UPH BACK GRADE 2 VINYL, SEDONA (NIGHTHAWK) CORDOVAN WOOD TRIM C6</td>
<td>2 $ 409.08</td>
<td>$ 818.16</td>
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<td>41NN-B367314</td>
<td>400 SERIES LAMINATE OPEN BOOKCASE</td>
<td></td>
<td>CHERRY TFL B1</td>
<td>2 $ 365.24</td>
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<td>X-SERIES LATERAL FILE, 35&quot; W, 2-48&quot;H, &quot;J&quot; PULL, LOCKING PUTTY METAL FINISH, GRADE A LF7</td>
<td>2 $ 390.51</td>
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<td>FOCUS TASK CHAIR, HIGH</td>
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<td>BLACK TRIM</td>
<td>C2</td>
<td>$ 274.83</td>
<td>$ 274.83</td>
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<td>FULLY UPH BACK</td>
<td>GRADE 2 VINYL, SEDONA (NIGHTHAWK)</td>
<td>GORDOVAN WOOD TRIM</td>
<td>C6</td>
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**1-222** | **DIR. OF ADMIN** | **PHASE TWO** | 1.00 | SITONIT | 5623-B1-Y-Z1-A62-02 | FOCUS TASK CHAIR, HIGH | GRADE 2 VINYL, ELEMENT (ONYX) | BLACK TRIM | C2  | $274.83    | $274.83     |
|        |           |      |        | PC06362 |      | MESH BACK, CARPET CASTERS |        |     |            |             |
|        |           | 2.00 | NATIONAL | N859B | ELOQUENCE GUEST CHAIR, FULLY UPH BACK | GRADE 2 VINYL, SEDONA (NIGHTHAWK) | CORDOVAN WOOD TRIM | C8  | $409.08    | $818.16     |
|        |           |      |        | PC06367 |      |                |        |     |            |             |
|        |           | 1.00 | GROUPE LACASSE | 41NN-8387314 | 400 SERIES LAMINATE OPEN BOOKCASE |                | CHERRY TFL | B1  | $366.24    | $366.24     |
|        |           |      |        | PC06340 |      |                |        |     |            |             |
|        |           | 1.00 | HAWORTH | JLD-0442-JS | X-SERIES LATERAL FILE, 42" W, 3-HIGH, "P" PULL | COUNTERWEIGHT, LOCKING | PUTTY METAL FINISH, GRADE A | LF1 | $576.07    | $576.07     |
|        |           |      |        | PC06345 |      |                |        |     |            |             |
|        |           | 1.00 | GROUPE LACASSE | 5NN-SQ48 & TWIN-XB33 | QUORUM 48" ROUND TABLE, METAL X-BASE | ANTHRACITE GREY METAL LEGS | CHERRY TFL | T2  | $517.02    | $517.02     |

**1-224** | **DIR. OF SOCIAL SERVICES** | **PHASE TWO** | 1.00 | SITONIT | 5623-B1-Y-Z1-A62-02 | FOCUS TASK CHAIR, HIGH | GRADE 2 VINYL, ELEMENT (ONYX) | BLACK TRIM | C2  | $274.83    | $274.83     |
<p>|        |           |      |        | PC06362 |      | MESH BACK, CARPET CASTERS |        |     |            |             |
|        |           | 4.00 | NATIONAL | N859B | ELOQUENCE GUEST CHAIR, FULLY UPH BACK | GRADE 2 VINYL, SEDONA (NIGHTHAWK) | CORDOVAN WOOD TRIM | C8  | $409.08    | $1,638.32   |
|        |           |      |        | PC06367 |      |                |        |     |            |             |
|        |           | 1.00 | GROUPE LACASSE | 41NN-8387314 | 400 SERIES LAMINATE OPEN BOOKCASE |                | CHERRY TFL | B1  | $366.24    | $366.24     |
|        |           |      |        | PC06340 |      |                |        |     |            |             |
|        |           | 1.00 | HAWORTH | JLD-0442-JS | X-SERIES LATERAL FILE, 42&quot; W, 3-HIGH, &quot;P&quot; PULL | COUNTERWEIGHT, LOCKING | PUTTY METAL FINISH, GRADE A | LF1 | $576.07    | $576.07     |
|        |           |      |        | PC06345 |      |                |        |     |            |             |
|        |           | 1.00 | GROUPE LACASSE | 5NN-SQ48 &amp; TWIN-XB33 | QUORUM 48&quot; ROUND TABLE, METAL X-BASE | ANTHRACITE GREY METAL LEGS | CHERRY TFL | T2  | $517.02    | $517.02     |</p>
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PRODUCT SUBTOTAL: $524,811.03 INSIDE DELIVERY: $75,442.17 TOTAL: $600,253.20