

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
JANUARY 21, 2025

COMMITTEE MEMBERS: Supervisors Geraci, Strainer, Maday, Conover, Gilligan, Driscoll, Patchett, and Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request: Amend the County's agreement with New York State Department of Corrections and Community Supervision to account for annual increases in Correctional Facility food expenses. Rationale: Correctional Facility food expenses have increased annually. The existing agreement is for a five year term that expires on May 31, 2026. The \$126,114 not to exceed amount of the agreement has been exceeded and the amendment is necessary to allow for payments for the remainder of the term. Additional funding is not requested.
 2. Request: Create a new part-time Building Maintenance Mechanic position. Rationale: A full-time Building Maintenance Mechanic is out of work for an extended period following an injury. The part-time position is necessary to provide for snow removal, building maintenance, and other Sheriff's Office facility services.
- IV. Discussion Items:
 1. Sheriff's Office vehicle fleet
- V. Referrals/Pending Items:
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

Attachments:

1. Resolution Request Form No. 4 - Request to Amend Existing Contract (NYS DOCCS)
2. Resolution Request Form No. 11 - Request to Create New Position (Mechanic P/T)

RESOLUTION REQUEST FORM NO. 4***Request for Extending, Rescinding or Amending Existing Contract*****DEPARTMENT NAME:** Sheriff**DATE:** January 21, 2025

- (a) **Purpose of Contract Change:** An amendment to the New York State Department of Corrections & Community Supervision agreement is necessary to account for annual increases in Correctional Facility food expenses
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** No. 136 of 2021
- (c) **Name of Contractor:** NYS Department of Corrections & Community Supervision
- (d) **Address of Contractor:** Evans Dr., Building #50, P.O. Box 4110, Rome NY 13442
- (e) **Contractor's Contact Person and Telephone Number:** Christine Olney
Nutritional Svcs. Director
(315) 339-6880
- (f) **Commencement Date of Extension:** 06/01/2021
- (g) **Termination Date of Extension:** 05/31/2026
- (h) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$196,114 (5 Year Term)
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Monthly
- * Agreement Increase - \$70,000 (\$14,000 per year)
- (i) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

A.3150 445 General Sheriff's Correction Division - Foods

Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx

* as listed in budget and LOGOS

STATE OF NEW YORK MULTI-YEAR AGREEMENT

<p><u>STATE AGENCY:</u> New York State Department of Corrections and Community Supervision Office of Nutritional Services PO Box 4110 Bldg 50, Evans Dr. Rome, NY 13442-4110</p>	<p><u>BUSINESS CODE:</u> DOC01 <u>NYS COMPTROLLER'S NUMBER (Contract Number):</u> X161572 <u>DEPARTMENT CODE:</u> 3250226</p>
<p><u>CONTRACTOR:</u> County of Warren 1340 State Route 9 Lake George, NY 12845</p>	<p><u>TYPE OF PROGRAM:</u> Sale of Food – Revenue Contract</p>
<p><u>CHARITIES REGISTRATION NUMBER (Not-for-Profit Organizations):</u> N/A <u>MUNICIPALITY NUMBER (If Applicable):</u></p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM: 6/1/21 TO: 5/31/26 <u>RENEWALS:</u> N/A</p>
<p><u>NYS VENDOR ID NUMBER:</u> 1000002438</p>	<p><u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$126,114</p>

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- X APPENDIX A Standard Clauses for New York State Contracts
- X OTHER Food Cost Sheet - Updated Quarterly

COST COMPUTATION

CONTRACTOR:	Warren County
CONTRACT NUMBER:	X161572
TOTAL CONTRACT AMOUNT:	\$126,114
Estimated Population Served	102
Fiscal Year 19/20 Estimated Total Revenue Sales Under Contract X161382	\$23,759
Number of Contract Years	5
Estimated Revenue Sales	
Year 1	\$24,234
Year 2	\$24,719
Year 3	\$25,213
Year 4	\$25,717
Year 5	\$26,231
ESTIMATED 5-YEAR TOTAL:	\$126,114

CURRENT FOOD COST SHEET ATTACHED (UPDATED QUARTERLY)

**CONTRACT FOR SALE OF FOOD PRODUCTS BETWEEN NYS-DOCCS-NS
AND WARREN COUNTY**

Warren County in Lake George, New York (hereinafter referred to as County), wishes to enter into an agreement to procure food products from the New York State Department of Corrections and Community Supervision Office of Nutritional Services located in Rome, New York (hereinafter referred to as DOCCS-NS).

WITNESSETH:

WHEREAS, DOCCS operates DOCCS-NS on the grounds of Mohawk Correctional Facility, and;

WHEREAS, food products produced by DOCCS-NS are delivered to all the facilities operated by DOCCS for the purpose of feeding the inmate population, and;

WHEREAS, County is desirous of purchasing food products from the DOCCS-NS;

WHEREAS, DOCCS-NS is capable of producing additional food products for use by the County without detriment to its ability to service all DOCCS locations.


NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

At the request of County consistent with the mission of DOCCS-NS:

1. DOCCS-NS will provide food products as requested by County. These food products will be standard production items processed consistent with DOCCS menu items. DOCCS-NS will work closely to coordinate ordering and delivery schedules.
2. DOCCS-NS transportation staff can deliver food products to County on a weekly basis. Deliveries will be made by refrigerated trucks at a day and time convenient to DOCCS-NS. Deliveries will be scheduled in conjunction with DOCCS facility deliveries in close proximity of the County.
3. Food products will be packed in plastic baskets, stacked on pallets or dollies. All empty baskets or dollies are to be returned to DOCCS-NS via DOCCS-NS truck. County agrees to reimburse at replacement cost any lost or damaged baskets or dollies. The current price of a basket is \$28.31 each and a dolly is \$124.00 each. Prices are subject to change.
4. At time of delivery, DOCCS-NS will provide an itemized listing of products delivered. County personnel should verify that correct products and count are received and notate any discrepancies on delivery ticket. Ticket shall be signed by County personnel and DOCCS-NS driver. The DOCCS-NS driver will retain one copy as proof of delivery.
5. The month following product delivery, DOCCS-NS will provide an invoice to County for payment of products received. Payment for products received should be made on a monthly basis by check or Electronic Fund Transfer, payable to NYSDOCCS Office of Nutritional Services.
6. A product/price list will be provided by DOCCS-NS quarterly, which will increase/decrease directly consistent with cost to DOCCS-NS.

7. It is understood between the parties hereto that this contract shall not become effective until Approved by the Attorney General and the Comptroller of New York State and will remain in effect for five (5) years.
8. Appendix A, Standard Clauses For New York State Contracts, January 2014, is attached hereto as Exhibit A and is hereby made a part of this contract as if set forth fully herein.
9. If either party to this contract wishes to terminate the agreement, the requesting party may do so by giving the other party notice in writing no less than ninety (90) calendar days prior to the desired termination date. Such notice shall be directed to the representative of the party that signed the agreement.

FOR THE NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION:


Christine Olney, Director, Nutritional Services

3-2-21
Date

Melissa McLaughlin, Director, Budget & Finance

Date

FOR WARREN COUNTY:

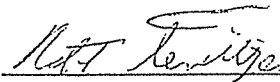


4/20/21
Date

Chair of the Board
Title

Acknowledgement:

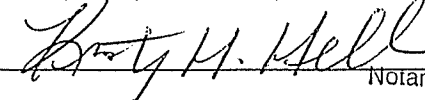
Approved as to Form:


Warren County Attorney

STATE OF NEW YORK)
COUNTY OF WARREN)

On the 22 day of April, 2021, before me personally appeared Rachel E. Seeber,
to me known, who being by me duly sworn, did depose and say that he/she resides at

Queensbury, NY, that he/she is the Chair of the
County of Warren, described herein which executed the foregoing instrument
and certification; and that he/she signed his/her name thereto by order of the Legislature/ruling
municipal body of said County.

(Notary)  KRISTY M. MILLER
Notary Public, State of New York
No. 01M16070662
Qualified in Saratoga County
Commission Expires March 4, 2022

NYS Attorney General Office

Office of the State Comptroller

Date

Date

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict

exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and

provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the 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 Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

a contract and appears on the Prohibited Entities list after contract award.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded

NYS DOCCS NUTRITIONAL SERVICES COST SHEET 10/1/20-12/31/20

ITEM	DESCRIPTION	PACK SIZE	SELL PRICE	COST PER PORTION
SALADS PORTION CONTROL				
1952	COLE SLAW 6oz cup	126/BASKET	\$ 37.91	\$ 0.30
1948	MACARONI 6oz cup Kosher (OU)	126/BASKET	\$ 25.38	\$ 0.20
1970	POTATO 6oz cup Kosher (OU)	126/BASKET	\$ 42.91	\$ 0.34
1998	TUNA 4oz cup	168/BASKET	\$ 83.30	\$ 0.50
SALADS, BULK 7-QT BAG				
1966	COLE SLAW 37- 6oz portions	7-QT BAG	\$ 12.16	\$ 0.33
1919	MACARONI 37- 6oz portions	7-QT BAG	\$ 6.53	\$ 0.18
1900	POTATO 37- 6oz portions	7-QT BAG	\$ 10.78	\$ 0.29
1930	TUNA 56 - 4oz portions	7-QT BAG	\$ 24.82	\$ 0.44
KOSHER JUICE & COLD CUTS, WATER (OU) PORTION CONTROL				
1962	JUICE APPLE 4oz cup	140/BASKET	\$ 12.70	\$ 0.09
1922	JUICE GRAPE 4oz cup	140/BASKET	\$ 22.28	\$ 0.16
1145	WATER 4oz cup	140/BASKET	\$ 7.60	\$ 0.05
1885	KOSHER CC CHEESE 4oz indiv pkg (frozen)	30/4OZ SLICES	\$ 47.53	\$ 1.58
COLD CUTS				
6215	COLD CUT TURKEY BOLOGNA Low Salt	100/1OZ SLICES	\$ 9.10	\$ 0.18
1509*	COLD CUT TURKEY HAM	100/1OZ SLICES	\$ 17.32	\$ 0.35
4981	COLD CUT TURKEY SALAMI	100/1OZ SLICES	\$ 9.84	\$ 0.20
1526**	COLD CUT TURKEY BREAST	64/2OZ SLICES	\$ 20.53	\$ 0.64
1493***	TURKEY HAM STEAKS	32/4OZ STEAKS	\$ 22.09	\$ 0.69
	*portion cost based on two 1-oz slices			
	**portion cost based on two 2-oz slices			
	***portion cost based on one 4-oz slice			
SOUPS				
1084	CHICKEN VEGETABLE SOUP	2-GALLON BAG	\$ 6.68	\$ 0.21
1116	MINESTRONE SOUP	2-GALLON BAG	\$ 5.62	\$ 0.18
1521	TOMATO SOUP	2-GALLON BAG	\$ 5.02	\$ 0.16
1602	VEGETABLE SOUP	2-GALLON BAG	\$ 5.80	\$ 0.18
1162	NAVY BEAN SOUP	2-GALLON BAG	\$ 4.21	\$ 0.13
1606	TURKEY VEGETABLE SOUP	2-GALLON BAG	\$ 6.21	\$ 0.19
ENTREES				
1600	BBQ BEEF CUBES	2-GALLON BAG	\$ 22.30	\$ 0.35
1474	BBQ CHICKEN CUBES	2-GALLON BAG	\$ 15.56	\$ 0.24
1069	BEEF & GRAVY	2-GALLON BAG	\$ 19.33	\$ 0.60
1498	BEEF CACCIATORE	2-GALLON BAG	\$ 20.10	\$ 0.63

ITEM	DESCRIPTION	PACK SIZE	SELL PRICE	COST PER PORTION
	ENTREES CONTINUED			
1430	BEEF CHOW MEIN	2-GALLON BAG	\$ 19.72	\$ 0.62
1246	BEEF PEPPER STEAK	2-GALLON BAG	\$ 18.80	\$ 0.59
1061	BEEF STEW	2-GALLON BAG	\$ 19.70	\$ 0.62
1315	CHICKEN & GRAVY	2-GALLON BAG	\$ 8.91	\$ 0.28
1096	CHILI CON CARNE	2-GALLON BAG	\$ 14.12	\$ 0.44
1236	CURRIED CHICKEN	2-GALLON BAG	\$ 12.56	\$ 0.39
1334	DICED BEEF (frozen)	RAW 10#BAG	\$ 36.70	\$ 0.92
1506	DICED TURKEY (frozen)	RAW 10#BAG	\$ 29.60	\$ 0.74
1573	GOULASH SAUCE	2-GALLON BAG	\$ 12.52	\$ 0.39
1664	MACARONI & CHEESE	2-GALLON BAG	\$ 6.16	\$ 0.19
1631	MEATBALL STEW	2-GALLON BAG	\$ 13.78	\$ 0.43
5993	MEATLESS BBQ SAUCE	1-GALLON BAG	\$ 4.72	\$ 0.15
5028	MEATLESS CHILI	1-GALLON BAG	\$ 4.77	\$ 0.30
1238	MEATLESS PEPPER STEAK	1-GALLON BAG	\$ 4.78	\$ 0.30
1358	MEATLESS SLOPPY JOE	1-GALLON BAG	\$ 4.65	\$ 0.15
1709	MEATLESS SPAGHETTI SAUCE	1-GALLON BAG	\$ 3.58	\$ 0.11
1156	MEATLESS SPANISH SAUCE	2-GALLON BAG	\$ 11.25	\$ 0.35
6287	MEATLESS SWEET & SOUR	1-GALLON BAG	\$ 5.07	\$ 0.16
1091	RICE DIABLO	2-GALLON BAG	\$ 10.89	\$ 0.34
1657	SLOPPY JOE	2-GALLON BAG	\$ 22.14	\$ 0.35
1216	SPAGHETTI SAUCE W/MEAT	2-GALLON BAG	\$ 12.66	\$ 0.40
1514	SPANISH RICE SAUCE	2-GALLON BAG	\$ 13.62	\$ 0.43
1301	SPICY CHICKEN FIESTA	2-GALLON BAG	\$ 15.05	\$ 0.47
1626	SWEET & SOUR CHICKEN	2-GALLON BAG	\$ 14.53	\$ 0.45
1072	SWEET & SOUR PORK	2-GALLON BAG	\$ 13.85	\$ 0.43
1458	BLACK BEAN SAUCE	2-GALLON BAG	\$ 6.53	\$ 0.20
1485	TOMATO SAUCE	2-GALLON BAG	\$ 6.93	\$ 0.22
1353	TUSCAN BEAN SAUCE	2-GALLON BAG	\$ 7.25	\$ 0.23
1130	TURKEY ALA KING	2-GALLON BAG	\$ 15.20	\$ 0.47
1444	TURKEY CHOW MEIN	2-GALLON BAG	\$ 16.93	\$ 0.53
1476	TURKEY STEW	2-GALLON BAG	\$ 16.69	\$ 0.52
1538	TURKEY TETRAZZINI	2-GALLON BAG	\$ 16.13	\$ 0.50
1409	VEGETABLE PRIMAVERA SAUCE	2-GALLON BAG	\$ 10.32	\$ 0.32
1692	YAKISOBA	2-GALLON BAG	\$ 18.50	\$ 0.38
	SIDE DISHES, SAUCES, & GRAVIES			
1224	BARBEQUE SAUCE	2-GALLON BAG	\$ 11.05	\$ 0.35
1385	BAKED BEANS	2-GALLON BAG	\$ 7.10	\$ 0.22

ITEM	DESCRIPTION	PACK SIZE	SELL		COST PER	
			PRICE		PORTION	
	SIDE DISHES CONTINUED					
1550	CABBAGE SEASONED	2-GALLON BAG	\$	11.47	\$	0.22
1695	CHEESE POTATO	2-GALLON BAG	\$	10.36	\$	0.20
1325	CREOLE BEAN	2-GALLON BAG	\$	7.84	\$	0.15
1163	SALSA SAUCE	2-GALLON BAG	\$	7.27	\$	0.06
1681	STEWED TOMATOES	2-GALLON BAG	\$	6.16	\$	0.12
1495	ZUCCHINI & TOMATOES	2-GALLON BAG	\$	9.19	\$	0.18
	DESSERTS					
1370	APPLE FILLING	2-GALLON BAG	\$	11.04	\$	0.17
1233	FRUIT SAUCE (EASTER HOLIDAY ONLY)	2-GALLON BAG	\$	8.29	\$	0.13
	KOSHER MEAL TRAYS					
1874	BLACK BEAN/RICE & CORN	CS/15 TRAYS	\$	20.02	\$	1.33
1817	CHILI WITH MEAT	CS/15 TRAYS	\$	25.45	\$	1.70
1818	CREOLE BEAN/RICE & CARROTS	CS/15 TRAYS	\$	18.15	\$	1.21
1833	SLOPPY JOE WITH MEAT	CS/15 TRAYS	\$	31.29	\$	2.09
1853	SOUTHERN BBQ/POTATO & GREEN BEAN	CS/15 TRAYS	\$	27.39	\$	1.83
1828	SPAGHETTI WITH MEAT	CS/15 TRAYS	\$	24.96	\$	1.66
1823	SWEET & SOUR/RICE & PEAS/CARROTS	CS/15 TRAYS	\$	20.81	\$	1.39
1803	TUSCAN BEAN / PASTA & PEAS	CS/15 TRAYS	\$	22.48	\$	1.50

Warren County Board of Supervisors

RESOLUTION NO. 136 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS DIAMOND, MAGOWAN, BRAYMER, FRASIER AND SHEPLER

AUTHORIZING AGREEMENT WITH NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION TO PROCURE FOOD PRODUCTS FOR THE WARREN COUNTY CORRECTIONAL FACILITY

RESOLVED, that Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the New York State Department of Corrections and Community Supervision, Evans Drive, Building #50, P.O. Box 4110, Rome, New York 13442, to procure food products for the Warren County Correctional Facility, for an amount not to exceed One Hundred Twenty-Six Thousand One Hundred Fourteen Dollars (\$126,114), for a term commencing June 1, 2021 and terminating May 31, 2026, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.3150 445 Sheriff's Correction Division, Foods.

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: January 21, 2025

- (a) **Title of Requested Position:** Building Maintenance Mechanic P/T
- (b) **Annual Base Salary (and Grade of Applicable):** \$28.86/hr.
- (c) **Effective Date for New Position:***
***Please do not backdate unless the purpose is to correct an error.**

Upon Approval of the Board of Supervisors

- (d) **List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request (Include annual salary and grade if applicable):**

N/A

- (e) **Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:**

A.3110 130 General Sheriff's Law Enforcement - Salaries - Part Time

- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** Yes
(This is necessary BEFORE bringing the request to committees.)
- (g) **Is this a mandated position? If so, please explain:** No
- (h) **Is there expected revenue from this position? If so, please explain:** No

BUILDING MAINTENANCE MECHANIC

DISTINGUISHING FEATURES OF THE CLASS: This work involves the repair and maintenance of buildings, grounds and equipment. The work performed is of a general mechanical nature and may include masonry, carpentry, painting, plumbing, heating or electrical maintenance and repair. The work may also involve the operation and routine maintenance of motor vehicles or other machinery and equipment. Although employees of this class, because of individual training or experience, generally devote a greater part of their time to a particular specialized field, they are required to work in various mechanical fields as the occasion demands. Employees work under general supervision allowing for the exercise of independent judgment in carrying out the details of the work. Direct supervision may be exercised over the work of laborers or other subordinate employees. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Installs and repairs electrical wiring and equipment;

May clean, maintain and make repairs to boilers, pumps, heaters, piping, valves, traps, compressor motors and generators;

Builds and/or installs cabinets, shelves, doors, paneling, flooring, windows and locks;

Installs and repairs plumbing fixtures such as sinks, toilets and showers;

Operates and/or performs minor repairs to motor vehicles, and other motorized equipment;

Repairs windows, doors, floors, walls, furniture, roofs, projectors, screens and sprinklers;

Performs masonry duties such as mixing plaster and concrete, laying brick or blocks, preparing forms and pouring concretes;

Prepares surfaces and paints exteriors and interiors of buildings and structures;

Performs general grounds maintenance activities;

May supervise the work of laborers or other subordinates.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Thorough knowledge of the practices, processes, materials and tools of the principal trade in which the experience has been gained;

Good knowledge of modern buildings and grounds maintenance and repair practices;

Good knowledge of the operation and maintenance of heating and ventilating equipment;

Ability to plan and supervise the work of others;

Ability to understand and carry out oral and written directions;

Mechanical aptitude, manual dexterity;

Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

A) Four (4) years of experience in general building maintenance, heavy construction or building trades work;
or

B) One (1) year of experience as a journeyman in one of the recognized skilled trades; or

C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.