

Request for Contract Approval	
Request ID #	5676
Contract #	5776
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1450 - Board of Elections
Date submitted	8/5/20
Contact person	Bledi, Rachel
Contact Phone	(518)487-5070
Vendor	Vincy's Printing
Estimated Amount	\$99,999
Estimated Term	1 year
Scope of Services	Purchase of ballot stock paper on an as needed basis for any Primary, General & Special election until June 30,2021.
Budget Line Item	Account Code
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Matthew J. Clyne (D)

32 NORTH RUSSELL ROAD
ALBANY, NEW YORK 12206-1324
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

DEPUTY COMMISSIONERS
Melissa Kermani (R)
Heidi Connors (D)

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Matthew J. Clyne, Board of Elections Commissioner

CC: Dave Reilly, Deputy Commissioner, Department of Management and Budget

RE: Ballot Paper

DATE: 08/05/2020

Please provide contract approval with Vincy's Printing, Ltd., which will provide ballot stock paper on an as-needed basis for the primary, general and any special elections held within July 1, 2020 and June 30, 2021.

Vincy's was the sole bidder for RFB#2020-053, a purchasing cooperative agreement.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Rachel Bledi, Commissioner
Matthew Clyne, Commissioner
Board of Elections
Rachel Bledi

FROM: Karen Storm
Purchasing Agent

DATE: July 10, 2020

RE: RFB#2020-053 Ballot Paper

I am in receipt of your recommendation to award the aforementioned Request for Bids to Vincy's Printing.

As Vincy's Printing is the low responsive and responsible bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY PURCHASING COOPERATIVE



RFB #2020-053

BALLOT PAPER

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

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

TITLE: Ballot Paper RFB NUMBER: 2020-053

Receipt Confirmation Form

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

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

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

Company Name: _____

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 (check):

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2020-053

Ballot Paper

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 #2020-053

Sealed Bids for Ballot Paper as requested by Albany County Purchasing Cooperative will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, June 25, 2020.

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 **June 11, 2020**.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
June 8, 2020

PUBLISH ONE DAY – JUNE 11, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – JUNE 11, 2020 -- 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: **Ballot Paper**
- 1.2 Requesting Department: **Albany County Purchasing Cooperative**
- 1.3 Bid Number: **2020-053**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Ballot Paper** as requested by **Albany County Purchasing Cooperative**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 This Request for Bids is a cooperative venture between/among Albany County, Schenectady County and Rockland County. Any pricing offered to Albany County under the RFB shall be extended to these agencies.

SECTION 3: BIDDING DOCUMENTS

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

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday June 25, 2020**, at the following address:

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

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

SECTION 5: TERM OF BID

The bid shall be for the period of one (1) year from the date of award to date ending. Prices shall remain firm for the entire bid period.

- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for four (4) additional years, in four (4) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County. Renewals shall be subject to price increases/decreases in accordance with changes in the US Department of Labor, Bureau of Labor Statistics Produce Price Index PPI for:

Series ID: PCU322-322
Industry: Paper Manufacturing
Product: Paper Manufacturing

Price adjustments shall be calculated by the following formula:

$(\text{Current PPI} / \text{Base PPI}) \times \text{Original Awarded Bid Price} = \text{Adjusted Bid Price}$

A price change factor shall be determined by dividing the current PPI by the base PPI. The current PPI shall be the value most recently published, at the time of price adjustment, by the US Department of Labor. The base PPI shall be the value of PPI at the time of bid opening, May 2020. The price change factor shall be multiplied by the original awarded bid price to determine the adjusted bid price.

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.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

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

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.

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

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

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

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

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

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

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or 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.

13.2 Requests for substitution must be reviewed and approved by the County prior to receipt of bids. Vendors wishing to quote substitute paper stock shall complete and return the “Request for Substitution Approval” form, along with complete specifications and descriptive literature, by ***close of business June 18, 2020*** to the Albany County Purchasing Division. Requests shall be submitted to the Albany County Purchasing Agent at 112 State Street, Room #1000, Albany NY 12207, or via fax to (518) 447-5588.

SECTION 14: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

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

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

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

SECTION 17: AWARD OF BID

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

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

- 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:

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all

sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 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: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor 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, gender, marital status, military status, sexual orientation 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, gender, marital status, military status, sexual orientation 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.

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: Section not in use

SECTION 35: Section not in use

Ballot Paper

1. **Scope:** The County of Albany, County of Schenectady and County of Rockland (Albany County Purchasing Cooperative) requires a continuous supply of Special, Primary and General Election paper and for the use of the County Board of Elections. Notwithstanding the details presented in these specifications, it will be the responsibility of the bidder to verify the completeness of same to meet the intent of these Specifications. Note: Schenectady County currently prints ballots for Oneida and Montgomery Counties.

2. **Performance Ability:** The successful seller must be prepared to furnish evidence, including established proof of capabilities and experience to satisfactorily supply the County for its requirements for the conduct of the Primary and General Election, and any Special Election that may be called. If requested, proof of financial responsibility may be required.

The bidder must meet all of the precise specifications stated in the “Detailed Specifications for Ballot Paper.” **Prior to the bid opening, vendors quoting equivalent stock must be pre-approved by the Albany County Purchasing Cooperative. See Section 13.2 of General Instructions to bidders. Prior to award the County may require samples to be provided for performance testing with the equipment. Any samples must be supplied at no cost.**

3. **Test Ballot Supply:** Prior to accepting any tender or delivery pursuant to this bid/contract, the vendor must make a “test run delivery” of 50 sheets of each distinct ballot type stock ordered. Only upon successful testing of the test run delivery and determination that the test run product meets the specifications of the Board of Elections, will authorization be given to the vendor to tender the complete order. **Supply of the test ballots is to be included in the bid pricing.**

4. **Quantities:** The quantities and items are estimates only. However, each contract shall be for the quantities and items actually ordered during the contract period.

5. **Contract Term and Renewal:** The bid shall be for the period of one (1) year from the date of award to date ending. Prices shall remain firm for the entire bid period.

At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for four (4) additional years, in four (4) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County. Renewals shall be subject to price increases/decreases in accordance with changes in the US Department of Labor, Bureau of Labor Statistics Produce Price Index PPI for:

Series ID: PCU322-322

Industry: Paper Manufacturing

Product: Paper Manufacturing

Price adjustments shall be calculated by the following formula:

$$(\text{Current PPI} / \text{Base PPI}) \times \text{Original Awarded Bid Price} = \text{Adjusted Bid Price}$$

A price change factor shall be determined by dividing the current PPI by the base PPI. The current PPI shall be the value most recently published, at the time of price adjustment, by the US Department of Labor. The base PPI shall be the value of PPI at the time of bid opening, May 2020. The price change factor shall be multiplied by the original awarded bid price to determine the adjusted bid price.

6. Minimum Requirements: Bidders are directed to bid on ALL items per Lot (One) and/or Lot (Two) indicated on the “Detailed Specifications for Ballot Paper.”

7. Deliveries: The successful bidder must be prepared, at all times, to make prompt deliveries, as directed by the Albany County Purchasing Cooperative. All delivered items are to be packaged by ballot style, in suitable containers/cartons that are standard to the trade. **Vendors shall shrink wrap the ballots in the requested quantities as per the request of the municipality. Each shrink wrapped package shall contain the exact quantity requested for the daily audits of the municipality.**

All delivery charges must be included in the price.

8. Award: Award will be based on a total per Lot (One) and Lot (Two). Upon request of the County, vendor shall submit samples of the ballot stock for testing with the Albany County Purchasing Cooperative machines. Samples are to be supplied at no cost.

Award will be made as determined to be in the best interest of the Albany County Purchasing Cooperative.

All offers received shall be net cost to the Albany County Purchasing Cooperative. The Cooperative shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.

9. Prices for Intermediate Quantities:

On a quantity that is not set forth in the bid award but falls between quantities listed, the difference between the next lowest and next highest bid price shall be pro-rated.

To determine intermediate quantity prices, the following method will be used. Assume the quantity ordered is 15,000 and assume the following prices have been established for quantities of 20,000 and 10,000:

Total price for 20,000 = \$500.00

Total price for 10,000 = \$350.00

To arrive at an intermediate price per M price, the total price for 10,000 is subtracted from the total price for 20,000.

$$\$500.00 - \$350.00 = \$150.00$$

This amount is divided by 10 (the difference between the quantities)

\$150.00 divided by 10 is \$15.00

The intermediate Price per M is then \$15.00/M

The price for 15,000 is therefore \$425.00 which is calculated as follows:

Add the intermediate price of \$15.00 for each additional M to the 10,000 price

10M=\$350.00

11M=\$15.00 additional or \$365.00

12M=\$15.00 additional or \$380.00

13M=\$15.00 additional or \$395.00

14M=\$15.00 additional or \$410.00

15M=\$425.00

Detailed Minimum Specifications for Ballot Paper

A. LOT (ONE)

Paper Stock:	80 lb. Weyerhaeuser - Opaque White
Grain Direction On Finished Ballot:	Long
Basis Weight:	80 # text weight (36.2874 kg)
Thickness:	0.0061 in. (0.015494 cm)
Smoothness:	130 sheffields
Moisture:	5.5 percent
Opacity:	97
Brightness:	96
PPI:	338

Total ballot size	Micro-Perforated Stub length (50 teeth/inch)*
8 1/2 X 14"	N/A - No stub
8 1/2 X 15"	1"
8 1/2 X 15" - with color bar	1"
8 1/2 X 16"	2"
8 1/2 X 16" - with color bar	2"
8 1/2 X 18"	1"
8 1/2 X 18" - with color bar	1"
8 1/2 x 17"	No stub
8 1/2 x 19"	2
8 1/2 x 19" - with color bar	2

* - All stubs will run along the 8 1/2" side of the paper. "Color bar" refers to a strip of color designated by the board of elections printed on one side of the ballot paper in approximately a 1 inch by 6 inch block.

B.LOT (TWO)

Paper Stock:	100# Text (Cascades Fine Paper, Rolland Opaque 30) White
Grain Direction On Finished Ballot:	Short
Basis Weight:	100#, 110 to 155 gsm
Thickness:	0.0006 to .008"
Smoothness:	80 to 150
Moisture:	4 to 6 percent
Opacity:	>95%
Brightness:	>90%

Total ballot size	Micro-Perforated Stub length (50 teeth/inch)*
8 1/2 X 14"	N/A - No stub
8 1/2 X 15"	1"
8 1/2 X 15" - with color bar	1"
8 1/2 X 16"	2"
8 1/2 X 16" - with color bar	2"
8 1/2 X 18"	1"
8 1/2 X 18" - with color bar	1"
8 1/2 x 17"	No stub
8 1/2 x 19"	2
8 1/2 x 19" - with color bar	2

* - All stubs will run along the 8 1/2" side of the paper. "Color bar" refers to a strip of color designated by the board of elections printed on one side of the ballot paper in approximately a 1 inch by 6 inch block.

COUNTY OF ALBANY
REQUEST FOR BIDS #2020-053
Ballot Paper

REQUEST FOR SUBSTITUTION APPROVAL

Indicate the ballot paper _____ which you wish to submit for Albany County's consideration:

Attach descriptive literature and return to:

**Albany County Purchasing Division
112 State Street, Room #1000
Albany, NY 12207**

or fax to: (518) 447-5588

Deadline for submission of substitution approval requests is June 18, 2020 by close of business (4:30 p.m.).

VENDOR: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: BALLOT PAPER
Bid Number: 2020-053

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

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

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

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- _____
- _____
- _____
- Phone: _____ Fax: _____
- E-mail: _____
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

A. Lot (One) 80# Weyerhaeuser-Opaque White/or approved equivalent									
Total Ballot Size	Micro-Perforated Stub length (50 teeth/Inch)*	Price per 1,000	Price per 5,000	Price per 10,000	Price per 50,000	Price per 100,000	Price per 150,000	Price per 200,000	Row Total
8 1/2" x 14"	N/A-No Stub								\$
8 1/2" x 15	1"								\$
8 1/2" x 15" -with color bar	1"								\$
8 1/2" x 16"	2"								\$
8 1/2" x 16" -with color bar	2"								\$
8 1/2" x 18"	1"								\$
8 1/2" x 18"-with color bar	1"								\$
8 1/2" x 17"	No Stub								\$
8 1/2" x 19"	2"								\$
8 1/2" x 19"-with color bar	2"								\$
								Grand Total of Lot One	\$

B. Lot (Two) 100# Text (Cascades Fine Paper, Rolland Opaque30) White/or approved equivalent									
Total Ballot Size	Micro-Perforated Stub length (50 teeth/Inch)*	Price per 1,000	Price per 5,000	Price per 10,000	Price per 50,000	Price per 100,000	Price per 150,000	Price per 200,000	Row Total
8 1/2" x 14"	N/A-No Stub								\$
8 1/2" x 15	1"								\$
8 1/2" x 15" -with color bar	1"								\$
8 1/2" x 16"	2"								\$
8 1/2" x 16" -with color bar	2"								\$
8 1/2" x 18"	1"								\$
8 1/2" x 18"-with color bar	1"								\$
8 1/2" x 17"	No Stub								\$
8 1/2" x 19"	2"								\$
8 1/2" x 19"-with color bar	2"								\$
								Grand Total of Lot Two	\$

BID FORM

BID IDENTIFICATION:

Title: BALLOT PAPER
Bid Number: 2020-053

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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 _____

ATTACHMENT “C”

ALBANY COUNTY

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 <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or 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 PRICIPAL 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? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No ☐ 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; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☐ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☐ No
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."	☐ 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.	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I 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 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.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information 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

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

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

Title

Date

Company Name

A. Lot (One) 80# Weyerhaeuser-Opaque White/or approved equivalent								
Total Ballot Size	Micro-Perforated Stub length (50 teeth/Inch)*	Price per 1,000	Price per 5,000	Price per 10,000	Price per 50,000	Price per 100,000	Price per 150,000	Price per 200,000
8 1/2" x 14"	N/A-No Stub	\$ 84.00	\$ 349.00	\$ 690.00	\$ 2,462.00	\$ 4,705.00	\$ 7,049.00	\$ 9,391.00
8 1/2" x 15	1"	\$ 224.00	\$ 529.00	\$ 1,289.00	\$ 3,339.00	\$ 5,939.00	\$ 8,489.00	\$ 11,209.00
8 1/2" x 15" -with color bar	1"	\$ 482.00	\$ 939.00	\$ 1,643.00	\$ 3,970.00	\$ 7,029.00	\$ 9,960.00	\$ 13,079.00
8 1/2" x 16"	2"	\$ 224.00	\$ 529.00	\$ 1,289.00	\$ 3,339.00	\$ 5,939.00	\$ 8,489.00	\$ 11,209.00
8 1/2" x 16" -with color bar	2"	\$ 482.00	\$ 939.00	\$ 1,643.00	\$ 3,970.00	\$ 7,029.00	\$ 9,960.00	\$ 13,079.00
8 1/2" x 18"	1"	\$ 224.00	\$ 529.00	\$ 1,289.00	\$ 3,339.00	\$ 5,939.00	\$ 8,489.00	\$ 11,209.00
8 1/2" x 18"-with color bar	1"	\$ 482.00	\$ 939.00	\$ 1,643.00	\$ 3,970.00	\$ 7,029.00	\$ 9,960.00	\$ 13,079.00
8 1/2" x 17"	No Stub	\$ 84.00	\$ 349.00	\$ 690.00	\$ 2,462.00	\$ 4,705.00	\$ 7,049.00	\$ 9,391.00
8 1/2" x 19"	2"	\$ 224.00	\$ 529.00	\$ 1,289.00	\$ 3,339.00	\$ 5,939.00	\$ 8,489.00	\$ 11,209.00
8 1/2" x 19"-with color bar	2"	\$ 482.00	\$ 939.00	\$ 1,643.00	\$ 3,970.00	\$ 7,029.00	\$ 9,960.00	\$ 13,079.00
								Grand Total of Lot One

B. Lot (Two) 100# Text (Cascades Fine Paper, Rolland Opaque30) White/or approved equivalent								
Total Ballot Size	Micro-Perforated Stub length (50 teeth/Inch)*	Price per 1,000	Price per 5,000	Price per 10,000	Price per 50,000	Price per 100,000	Price per 150,000	Price per 200,000
8 1/2" x 14"	N/A-No Stub	\$ 96.00	\$ 394.00	\$ 739.00	\$ 3,280.00	\$ 6,455.00	\$ 9,261.00	\$ 12,106.00
8 1/2" x 15	1"	\$ 256.00	\$ 596.00	\$ 1,370.00	\$ 4,014.00	\$ 7,219.00	\$ 10,215.00	\$ 13,347.00
8 1/2" x 15" -with color bar	1"	\$ 506.00	\$ 885.00	\$ 1,729.00	\$ 4,711.00	\$ 8,478.00	\$ 11,674.00	\$ 15,100.00
8 1/2" x 16"	2"	\$ 256.00	\$ 596.00	\$ 1,370.00	\$ 4,014.00	\$ 7,219.00	\$ 10,215.00	\$ 13,347.00
8 1/2" x 16" -with color bar	2"	\$ 506.00	\$ 885.00	\$ 1,729.00	\$ 4,711.00	\$ 8,478.00	\$ 11,674.00	\$ 15,100.00
8 1/2" x 18"	1"	\$ 256.00	\$ 596.00	\$ 1,370.00	\$ 4,014.00	\$ 7,219.00	\$ 10,215.00	\$ 13,347.00
8 1/2" x 18"-with color bar	1"	\$ 506.00	\$ 885.00	\$ 1,729.00	\$ 4,711.00	\$ 8,478.00	\$ 11,674.00	\$ 15,100.00
8 1/2" x 17"	No Stub	\$ 96.00	\$ 394.00	\$ 739.00	\$ 3,280.00	\$ 6,455.00	\$ 9,261.00	\$ 12,106.00
8 1/2" x 19"	2"	\$ 256.00	\$ 596.00	\$ 1,370.00	\$ 4,014.00	\$ 7,219.00	\$ 10,215.00	\$ 13,347.00
8 1/2" x 19"-with color bar	2"	\$ 506.00	\$ 885.00	\$ 1,729.00	\$ 4,711.00	\$ 8,478.00	\$ 11,674.00	\$ 15,100.00
								Grand Total of Lot Two

Row Total
\$ 24,730.00
\$ 31,018.00
\$ 37,102.00
\$ 31,018.00
\$ 37,102.00
\$ 31,018.00
\$ 37,102.00
\$ 24,730.00
\$ 31,018.00
\$ 37,102.00
\$ 321,940.00

Row Total
\$ 32,331.00
\$ 37,017.00
\$ 43,083.00
\$ 37,017.00
\$ 43,083.00
\$ 37,017.00
\$ 43,083.00
\$ 32,331.00
\$ 37,017.00
\$ 43,083.00
\$ 385,062.00

Request for Contract Approval	
Request ID #	5651
Contract #	5751
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	NH6020 - Nursing Home
Date submitted	7/10/20
Contact person	Slatky, Larry
Contact Phone	518-213-8940
Vendor	Emergency Power Systems, LLC
Estimated Amount	\$43,600
Estimated Term	60 months
Scope of Services	Emergency Power Systems will provide maintenance, parts, labor and annual generator load testing.
Budget Line Item	NH6020
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: July 10, 2020

SUBJECT: Emergency Power Systems, LLC

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Emergency Power Systems at a not to exceed amount of \$43,600.00 over a sixty (60) month period. Emergency Power Systems will provide maintenance, parts, labor and annual generator load testing.

Emergency Power Systems was awarded this contract through the RFB (RFB2020-067R) process (see tabulation and concurrence letter).

We respectfully requests approval of this five (5) year agreement.





DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Andy Lucarelli
Shaker Place Rehabilitation and Nursing Center

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: July 7, 2020

RE: RFB # 2020-067R

I am in receipt of your recommendation to award the aforementioned Request for Bids/ Proposals to Emergency Power Systems for a total not to exceed amount of \$43,600.00.

As Emergency Power Systems is the low responsive and responsible bidder, I concur with your recommendation.

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

Emergency Power Systems					
Caterpillar Model C32 Generator Set	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance	\$2,800.00	XX	\$2,800.00	XX	\$3,000.00
Parts mark up percentage	25%	25%	25%	25%	25%
Emergency fund	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00

HOURLY RATE TYPE	HOURLY RATE
Weekdays, Regular Hours 0800-1700	\$133.00
Weekend After Hours	\$199.50
Saturday Hours	\$199.50
Sunday Hours	\$266.00
Holiday Hours	\$266.00

Cummins Inc					
Caterpillar Model C32 Generator Set	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance	\$3,264.20	XX	\$3,362.20	XX	\$3,611.58
Parts mark up percentage	18%	18%	18%	18%	18%
Emergency fund	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00

HOURLY RATE TYPE	HOURLY RATE
Weekdays, Regular Hours 0800-1700	\$125.00
Weekend After Hours	\$145.00
Saturday Hours	\$145.00
Sunday Hours	\$290.00
Holiday Hours	\$290.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Preventative Maintenance and Emergency Services for Albany County
Nursing Home
Bid Number: RFB#2020-067R

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

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

Date
N/A

Number
N/A

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
7. Communication concerning this Bid shall be addressed to:

Carl Snyder CSnyder@EPSGenerator.com
300 m/s Crossings Blvd
Rochester NY 14624
Phone: 585-464-6333

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: Preventative Maintenance and Emergency Service for Albany County
Nursing Home
Bid Number: 2020-067R

Bi-Annual Generator Maintenance Costs Inclusive of Load Testing Emergency Funds

Caterpillar Model C32 Generator Set	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance	2800.00	XX	2800.00	XX	3000.00
Parts mark up percentage	25 %	25 %	25 %	25 %	25 %
Emergency fund	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00

The following labor rates shall apply to all on-site work requested to diagnose issues with and/or to repair generators inclusive of all labor, travel, fuel, etc.

HOURLY RATE TYPE	HOURLY RATE
Weekdays, Regular Hours 0800-1700	\$ 133.00
Weekend After Hours	\$ 177.50
Saturday Hours	\$ 177.50
Sunday Hours	\$ 266.00
Holiday Hours	\$ 266.00

BID FORM

BID IDENTIFICATION:

Title: Preventative Maintenance and Emergency Service for Albany County
Nursing Home
Bid Number: 2020-067R

COMPANY: EMERGENCY POWER SYSTEMS LLC

ADDRESS: 300 m.16 Crossing Blvd

CITY, STATE, ZIP: ROCHESTER NY 14624

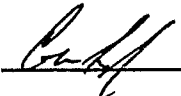
TEL. NO.: 585-464-6333

FAX NO.: 585-464-6334

FEDERAL TAX ID NO.: 59-3763067

REPRESENTATIVE: Curt Snyder

E-MAIL: CSNYDER@EPSGENERATOR.COM

SIGNATURE AND TITLE  Product Support Sales Coord.

DATE 6/25/2020

BF3

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 17 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. NYS OFFICE OF GENERAL SERVICES

GEORGE PAUL 518-457-5585

\$ 22,373.00

2. SARATOGA COUNTY BUILDING & GROUNDS

PETER ABRAHAM 518-885-2235

\$ 6225.00

3. _____



SERVICES:

- Generator Repairs
- Transfer Switches
- Maintenance/Fueling Contracts
- Load Bank Testing
- Training
- Diesel Fuel Polishing/Treatment

AUTHORIZED AGENTS FOR:

- Generac Power Systems, Inc.
- Baldor Generator
- Magnum Generator/Light Tower
- ASCO Transfer Switches

EMERGENCY POWER SYSTEMS, LLC

300 Mile Crossing (CORP)
Rochester, NY 14624
35 Hamilton Lane
Glenmont, NY 12077

P: (585) 464-6333

F: (585) 464-6334

Toll Free: 1(800) 914-1465

www.rlkistler.com

RELATED CONTRACT REFERENCES

NYS OFFICE OF GENERAL SERVICES

MULTI UNIT CONTRACT

MR. GEORGE PAUL

(518) 457-5585

WARREN COUNTY, NY

MULTI UNIT CONTRACT

LEIGH MOLINARI

(518) 761-6494

SARATOGA COUNTY, NY

MULTI UNIT CONTRACT

MR. PETER ABREU

(518) 885-2235

SUNY COBLESKILL

MULTI UNIT CONTRACT

MR. DON SCHAFFER

(518)605-6335

SUNY ONEONTA

MULTI UNIT CONTRACT

MR. RICK ROBERTS

(607) 436-2254

"The pain of poor quality and service is remembered long after the joy of low price is forgotten."

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

TACONIC DDSO

\$128,475.⁰⁰ 2ND YEAR OF 5 YEAR CONTRACT

CENTRAL NY DDSO

\$305,796.⁰⁰ 1ST YEAR OF 5 YEAR CONTRACT

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

NO

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

7. Do you plan to sublet any part of this work? If so, give details.

NO

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

DAVID READING - Key Bank

716-819-5827

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

N/A

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

EMERGENCY POWER SYSTEMS LLC
Correct Name of Bidder

(a) The business is a: LLC

(b) The address of principal place of business is: 900 M.I. Crossing Blvd
Rochester NY 14624

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SEE ATTACHED

Name	% Ownership	Title	Residence
David Winter	11%	Member/CEO	Buffalo NY
Timothy J. Geiger	29%	Member	Buffalo NY
Randy P. Urschell	12%	Member	Buffalo NY
Dennis Donovan	2%	Member	Buffalo NY
Richard Pringle	17%	Member/President	Bergen NY
Kirk Welsted	17%	Member/LeadTech	Conesus NY
Nicholas Masiello	4%	Member	Buffalo NY
Thomas M. Murphy III	4%	Member	Spencerport NY
Andrew C. Weidert	4%	Member	Greece NY
	100%		

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

EMERGENCY POWER SYSTEMS LLC
Firm

Dated: 6/25/2020

By 

CURT SNYDER
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she 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 bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: EMERGENCY POWER SYSTEMS LLC

By: 
(Signature)

Curt Snyder
(Typed)

Title: Product Support Sales Coordinator

Date: 6/25/2020

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

6/25/2020

Date


Signature

Product Support Sales Coordinator
Title

Emergency Power Systems LLC
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 _____

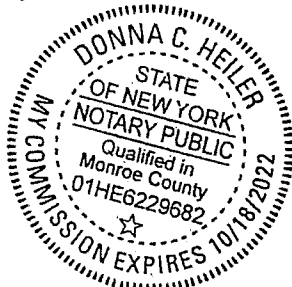
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Monroe) SS.:

On this 25th day of June, 2020, before me personally appeared Curt Snyder to me known, who, being by me sworn, did say that he resides at (give address) Rochester NY; that he is the (give title) Product Support Sales Coordinator of the (name of corporation) EMERGENCY POWER SYSTEMS LLC, 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.



Donna C. Heiler
Notary Public, State of NEW YORK

Qualified in MONROE COUNTY

Commission Expires 10/18/22

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>EMERGENCY POWER SYSTEMS LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>59-3768067</i> b) DUNS # <i>01-740-9975</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>Monroe County</i>		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>300 mile Crossing Blvd Rochester NY 14624</i>		7. TELEPHONE NUMBER <i>585-464-6333</i>	8. FAX NUMBER <i>585-464-6334</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above <i>SAME</i>		10. TELEPHONE NUMBER <i>SAME</i>	11. FAX NUMBER <i>SAME</i>
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>CURT SNYDER</i> Title <i>Product Support Sales Coordinator</i> Telephone Number <i>585-464-6333</i> Fax Number <i>585-464-6334</i> e-mail <i>CSNYDER@EPSGENERATOR.COM</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. <i>SEE ATTACHED</i>			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or 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 PRICIPAL 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 b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates. ☐ Yes ☒ No ☐ 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:	☐ Yes ☒ No
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; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
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."	☐ 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? <i>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.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ 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 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.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ 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.

FEIN

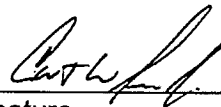
CERTIFICATION:

The undersigned certifies that he/she:

- 6/25/2020
- 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

Product Support Sales Coordinator

Title

EMERGENCY POWER SYSTEMS LLC

Company Name

6/25/2020

Date

Request for Contract Approval	
Request ID #	5665
Contract #	5765
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A6010 - Social Services;#95;#A6119 - Children, Youth and Families
Date submitted	7/24/20
Contact person	DeAngelis, Joe
Contact Phone	518-447-7583
Vendor	West ®
Estimated Amount	\$48,129
Estimated Term	1/1/21-12/31/23
Scope of Services	CLEAR is an online tool designed specifically for use with law enforcement and government investigators. It is currently utilized by DSS and DCYF to access online, public and proprietary client data to determine eligibility and/or obtain pertinent information for fraud and child support investigations. We are opting for the 3 year contract as it provides the best pricing and allows for fixed pricing over the term of the agreement. Year one: \$15,266.76, year two \$16,030.10 and year three 16,831.56.
Budget Line Item	AA6010 AA6119
Fiscal Impact	County 0.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

August 5, 2020

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

Dear Sirs,

The Departments of Social Services and Children Youth and Families respectfully request Contract Administration Board approval for the following:

Approval is requested to renew an agreement with WEST® who will provide an online tool named CLEAR designed specifically for use with law enforcement and government investigators. It is currently utilized by DSS and DCYF to access online, public and proprietary client data to determine eligibility and/or obtain pertinent information for fraud and child support investigations. We are opting for the 3 year contract as it provides the best pricing and allows for fixed pricing over the term of the agreement.

There are only two providers who provide this type of service. CLEAR is by far the less expensive of the two (the other provider is Nexus Lexus) and our staff are very satisfied with the service and outcomes obtained by utilizing the services of CLEAR.

Authorization is requested to renew a three year contract with West® to provide 10 licenses to utilize the CLEAR® SERVICES PROFLEX™ System (CLEAR). CLEAR is an online investigative tool used by the DSS Welfare Fraud Unit, Child Support and DCYF on a daily basis and has been invaluable in our investigation processes, such as; to determine overall eligibility, building criminal prosecution cases and locating non-custodial parents for Child Support cases. DSS will be allocated 5 licenses and DCYF 5 licenses.

Some types of information available via CLEAR:

- Address History (Nationwide)
- Registered Vehicle (Nationwide)
- Drivers Licenses (Nationwide)
- Real Property and Deed Transfers (Nationwide)
- Liens and Judgments
- DBA's and Certificate of Incorporation (Nationwide)
- Relatives
- Associates
- Possible AKA's
- Phone Numbers (Cell and Landline)
- Utility Services
- Work Affiliations

Our Departments also run addresses to verify if unreported persons, besides the applicant/recipient, are using a particular address for vehicles, utility services, business registration, etc. One of the most common root causes of fraud is when applicants/recipients do not report all members of the household.

CLEAR has also been utilized to verify the District of Financial Responsibility (DFR) for Public Assistance applications. This is a useful tool for diverting applicants from Albany County to their original district which results in a cost savings to the County.

CLEAR can also provide phone numbers, assets, business searches, Court Documents, and email addresses nationwide.

Additionally, when local search systems are exhausted the County Attorney's office routinely contacts the DSS Fraud Unit to track down respondents in Family Court cases to find a location for the respondent through CLEAR. Often, in these type of cases, the respondent is located out of State and, once located, can be served a family court summons.

DCYF also utilizes CLEAR to locate family members when there are concerns regarding risk to children and also to locate permanency resources for children and youth.

Request for Contract Approval	
Request ID #	5669
Contract #	5769
Contract Type	B) CAB Contracts
Contract Action	B) Amendment
Contract Action Type	
Department	A6772 - Aging
Date submitted	7/29/20
Contact person	Dillon, Patrick
Contact Phone	518 447 7733
Vendor	Jewish Federation of Northeastern New York
Estimated Amount	\$60,000
Estimated Term	7/1/2020 - 12/31/2020
Scope of Services	Contractor shall continue to provide home delivered meals to older adults residing in Albany County on an emergency basis due to the increased need and COVID outbreak. The population being served is the Jewish and Muslim community. The initial term of this agreement was 3/28/20 – 6/30/2020 and has been extended to 12/31/2020. Due to the term extension, the Contractor shall need additional funding to the original contract amount to meet the demand of the older adults in Albany County for this program.
Budget Line Item	AA6772
Fiscal Impact	County 0.00%
	State 100.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7722
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: July 29, 2020

Regarding: Request for CAB Approval

Program:	Home Delivered Meals
Contractor:	Jewish Federation of Northeastern New York
Contract Term:	7/1/20 – 12/31/20
Contract Amount:	\$60,000.00
Additional Meal Units:	5000

Contractor shall continue to provide kosher home delivered meals to older adults residing in Albany County. This contract established on an emergency basis due to the COVID pandemic, is serving the Jewish and Muslim community. The initial term of this agreement was 3/28/2020 – 6/30/2020 and has been extended to 12/31/2020 because of the high demand for older adults in need of this service. Due to the term extension, the Contractor shall need additional funding to the original contract amount to meet the demand of the Jewish and Muslim Community in Albany County for this service.

This request is for approval to amend the agreement with the said Contractor to ensure the mission of the Department for Aging “to empower Albany County older adults and their families by providing access to nutritional services of the highest quality, enabling them to maintain an independent lifestyle for as long as possible.”

The Contractor shall follow the scope of services set forth in the agreement and provide home delivered meals, that meet nutritional requirements and standards set by Albany County and NYSOFA, to older adults for the stated contract term.

[illegible]

Request for Contract Approval	
Request ID #	5653
Contract #	5753
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date submitted	7/13/20
Contact person	Latina, David
Contact Phone	518.447.7210
Vendor	A Cut Above Landscaping & Design LLC
Estimated Amount	\$50,200
Estimated Term	6/1/2020 - 5/31/2021
Scope of Services	Snow plowing and salting of the parking lots and walkways of the Department of Health and Board of Elections complex.
Budget Line Item	AA1620
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

August 1, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

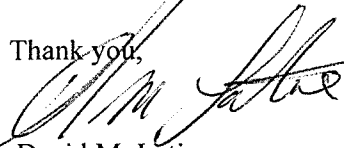
Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with A Cut Above Landscaping & Design LLC as the lowest responding bidder (based on average snowfall for Albany) at a projected cost of \$50,200.00. Actual costs will be based on actual snowfall amounts and services needed. The past three years average costs were around \$20,000.

The contract term will be June 1, 2020 through May 31, 2021 with an option to renew for two (2) additional years, in two (2) consecutive one-year intervals.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,



David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: David Latina
Department of General Services

FROM: Karen Storm *Karen Storm*
Purchasing Agent

DATE: July 13, 2020

RE: RFB #2020-076 Snow Removal Services

I am in receipt of your recommendation to award the aforementioned Request for Bids to A Cut Above Landscaping and Design in the estimated amount of \$50,200.00.

As A Cut Above Landscaping and Design is the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

To: Karen Storm
Purchasing Agent

From: David M. Latina
Commissioner

Date: July 13, 2020

Re: Request for Bid 2020-076
Snow removal services for the Department of Health & Board of Elections

I have reviewed the bids received for, RFB 2020-076 Snow removal services for the Department of Health & Board of Elections. I recommend awarding the contract to A Cut Above as the lowest responding bidder (based on average snowfall for Albany) at a projected cost of \$50,200.00.

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

DML:tas

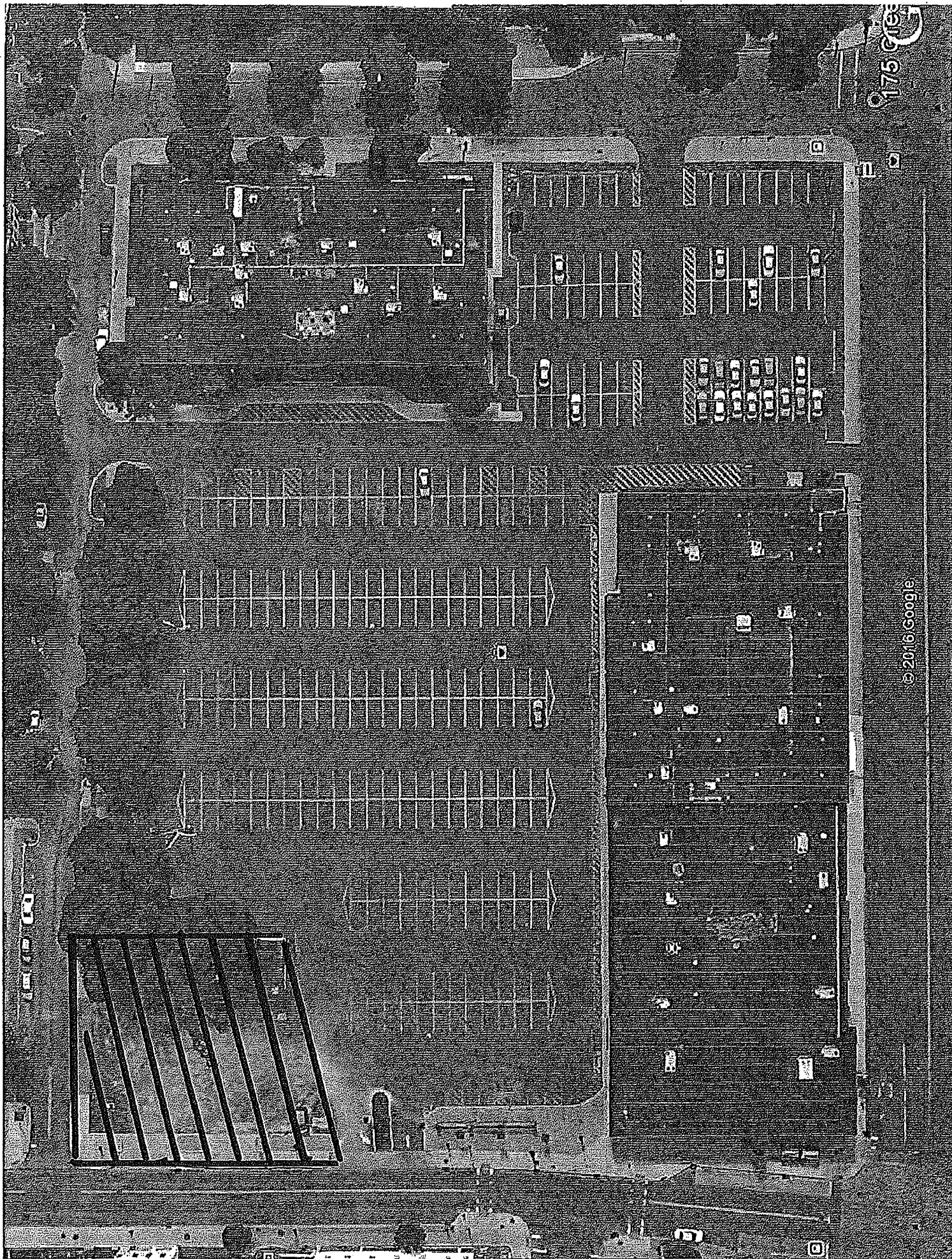
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
SNOW REMOVAL SERVICES
RFB-2020-076
SPECIFICATIONS

Albany County Department of General Services is seeking to contract for snow removal services for the plowing of the Albany County Health Department and Albany County Board of Elections parking lots, walkways and entrances. Awarded contractor will be reimbursed on a per storm basis. Attached please find layout of both parking areas.

- The National Weather Service at the Albany County Airport will determine Snow depths. Reimbursement will be determined by the following snow fall totals:

Under 2"
2" to 6"
7" to 10"
11" to 14"
15" to 20"
21" to 24"
Over 24"

- Contractor shall plow the Albany County Health Department and the Albany County Board of Elections parking lots.
- Salting will be done immediately after plowing. (**Only pure salt will be used in parking lot areas, not sand**)
- In the event of an evening/night snowfall, parking lots will be clear by 7:00 AM EST.
- All sidewalks and walkways around the Health Department building and the entire Mental Health / Board of Elections building including the bus stop are to be cleared each time the lot is plowed and as needed de-iced with calcium chloride.
- All entrances and exits of both buildings to include the loading dock area on Rensselaer St. are to be cleared each time the lot is plowed and as needed de-iced with calcium chloride.
- Stacking will be performed at the contractors' discretion. Snow will be stacked in the area noted on the attached parking area layout.
- Removal of excess snow will be performed at the request of the County. Snow will be disposed of in accordance with all applicable state and local regulations, ordinances, and anti-pollution laws, including OSHA.
- Contractor will contact the designated property manager to confirm they are on site each time contracted services are performed.



175 0108

© 2016 Google

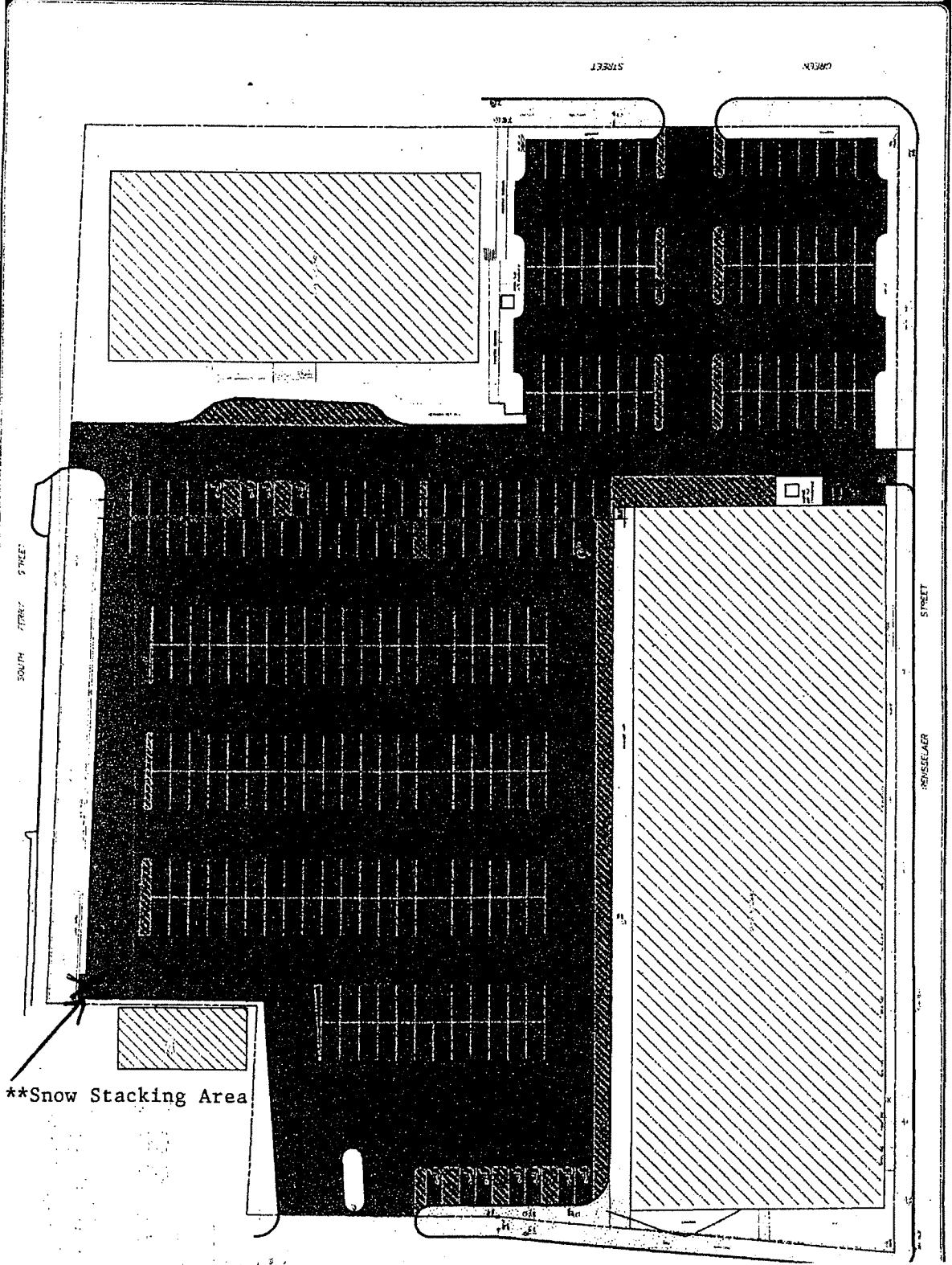


HERSBERG & HERBERG
 100 South Pearl Street
 New York, N.Y. 10038
 Tel. (212) 675-1234
 Telex 250 000 000

DATE	BY	REVISION

PAVEMENT STRIPING PLAN
 No. 220 SOUTH PEARL STREET
 CITY OF ALBANY
 NEW YORK

1 OF 1



SOUTH PEARL STREET

RFB-2020-076 Snow Removal Services Tabulation

Vendor	Peter Luizzi & Bros.	A Cut Above Landscaping	Snow Systems Nationwide	Basile Contracting
Price Per Storm				
Under 2"	\$ 1,200.00	\$ 500.00	\$ 760.00	\$ 2,750.00
2" to 6"	\$ 1,400.00	\$ 800.00	\$ 1,220.00	\$ 2,750.00
7" to 10"	\$ 2,000.00	\$ 1,300.00	\$ 1,530.00	\$ 2,750.00
11" to 14"	\$ 2,400.00	\$ 1,800.00	\$ 1,530.00	\$ 2,750.00
15" to 20"	\$ 3,000.00	\$ 2,400.00	\$ 1,830.00	\$ 2,750.00
21" to 24"	\$ 3,500.00	\$ 2,900.00	\$ 1,830.00	\$ 2,750.00
Over 24"	\$ 4,000.00	\$ 3,500.00	\$ 1,830.00	\$ 2,750.00
Salting After				
Plowing Per Storm	\$ 400.00	\$ 650.00	\$ 900.00	\$ 600.00
Stacking \$ per Hr.	\$ 175.00	\$ 125.00	\$ 170.00	\$ 150.00
Removal \$ per Hr.	\$ 400.00	\$ 250.00	\$ 450.00	\$ 150.00

Albany is normally free of snow every year from June to September.

How Many Snowstorms Albany Gets

Most days of snowfall in Albany result in just a skiff of less than an inch left on the ground. For 15 days a year on average, the amount of new snow totals at least an inch.

Snowstorms of over five inches a day normally occur about three times a year. But major blizzards that dump ten inches or more only happen on average once a year.

Number of days per month and year on average in Albany with a total snowfall of at least 1, 3, 5 or 10 inches

1 inch 2.5 cm	3 inches 7.6 cm	5 inches 12.7 cm	10 inches 25.4 cm
4.2	1.9	1.0	0.3
2.9	1.3	0.6	0.2
2.5	1.0	0.6	0.2
0.5	0.1	0.1	0.1
0.9	0.2	0.1	0.0
3.7	1.5	0.7	0.1
14.7	6.0	3.1	0.9

RFB-2020-076 Snow Removal Services - Projected Annual Cost

	Average Per year	A Cut Above	Projected Cost	Luizzi Bros.	Projected Cost	Snow Systems Nationwide	Projected Cost	Basile Construction	Projected Cost
Price Per Storm									
Under 2"	15	\$500	\$7,500	\$1,200	\$18,000	\$760	\$11,400	\$2,750	\$41,250
2" To 6"	6	\$800	\$4,800	\$1,400	\$8,400	\$1,220	\$7,320	\$2,750	\$16,500
7" To 10"	3	\$1,300	\$3,900	\$2,000	\$6,000	\$1,530	\$4,590	\$2,750	\$8,250
11" to 14"	1	\$1,800	\$1,800	\$2,400	\$2,400	\$1,530	\$1,530	\$2,750	\$2,750
15" to 20"	1	\$2,400	\$2,400	\$3,000	\$3,000	\$1,830	\$1,830	\$2,750	\$2,750
21" to 24"	1	\$2,900	\$2,900	\$3,500	\$3,500	\$1,830	\$1,830	\$2,750	\$2,750
Over 24"	1	\$3,500	\$3,500	\$4,000	\$4,000	\$1,830	\$1,830	\$2,750	\$2,750
Salting After plowing	30	\$650	\$19,500	\$400	\$12,000	\$900	\$27,000	\$600	\$18,000
Stacking \$ Per Hr.	12	\$125	\$1,500	\$175	\$2,100	\$170	\$2,040	\$150	\$1,800
Removal \$ Per Hr.	12	\$200	\$2,400	\$400	\$4,800	\$450	\$5,400	\$150	\$1,800
			\$50,200		\$64,200		\$64,770		\$98,600

Request for Contract Approval	
Request ID #	5605
Contract #	5705
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1420 - Law (County Attorney)
Date submitted	6/16/20
Contact person	Condon, Eugenia
Contact Phone	518-447-7710
Vendor	Arthur J Gallgher Risk Managment Services
Estimated Amount	\$99,999
Estimated Term	1 year
Scope of Services	Acts as broker of record for county Insurance coverages. Fees are paid by insurance carriers and are estimated based upon premiums. No fees are paid directly by the County.
Budget Line Item	N/A
Fiscal Impact	County 0.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Chandra W

Budget Analyst

8/16/2020

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH
COUNTY ATTORNEY

EUGENIA KOUTELIS CONDON
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: June 17, 2020

RE: Request for Contract Authorization
RFP for Insurance Broker of Record
RFP #2017-018
Proposed Contractor: Arthur J. Gallagher Risk Management
Services, Inc.
Fee: No direct fee to County
Contract Period: One Year

Enclosed is a completed Request for Contract Approval relative to our request that the Contract's Administration Board renew the above contract with Arthur J. Gallagher Risk Management Services, Inc. for broker of record services. The period of award is for one year.

Services under this Agreement are in connection with the County's procurement of its medical malpractice, liability and casualty insurance program. The insurance program runs on an August 15 annual award basis. In 2013 we moved to the broker of record type award rather than consultant services as used in previous years. A Request for Proposals was issued last year for this service and award was made to the incumbent. This request is to exercise the third option to renew under the RFP.

Since the County moved to a broker of record model in 2013, Gallagher has been the County's broker of record by award under two RFP's. During that time, they have assisted the County by significantly expanding our coverage base while promoting cost savings where appropriate. In 2017, we moved the Excess Worker's Compensation insurance to a new carrier with a \$30,000+ savings in premium. During the last four years, Gallagher was able to secure an agreement with our Casualty carrier to include the Law Department attorney work as billable against our self-insured retention on a per claim basis. In-house attorney work is generally not honored by insurance carriers as billable hours for costs against an SIR. In the event of a significant claim, our ability to bill for our legal work will have a significant impact on the SIR and our budget. In 2013 and 2014, Gallagher assisted with the re-valuing of the Courthouses and other large County owned buildings so that they were insured at proper values. Some of these properties had not been appraised since the 1980's. Upon award in 2013, Gallagher was able to secure pollution coverage for the Sewer District in the event of a spill. This coverage had never been in place previously. Similarly, they were able to negotiate Flood Zone coverage for the Health Department and Sewer Districts. They have aggressively marketed cyber coverage to ensure that we have sufficient coverage in the event of a cyber attack. Finally, Gallagher has an aggressive annual marketing of certain targeted policies where premium increases were occurring.

Moving forward during the next contract period, Gallagher is aggressively marketing the liability coverage for the August 15 renewal. We have settled a number of claims over the last policy year and our loss history is very good. A number of carriers are anxious to propose coverage to the County. They will also be involved with the necessary insurance issues incidental to the Anaerobic Project at the Water Purification District. These issues are in addition to all insurance issues which arise during the course of the insurance period.

I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

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Enclosures