

Request for Contract Approval	
Request ID #	6395
Contract #	6495
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A1450 - Board of Elections
Date submitted	8/4/21
Contact person	Bledi, Rachel
Contact Phone	(518) 487-5070
Vendor	Vincy's Printing
Estimated Amount	\$99,995
Estimated Term	6/30/2021 to 6/30/2022
Scope of Services	Purchase of ballot stock paper on an as needed basis for all Elections between June 30, 2021 to June 30, 2022.
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



Vincy's Printing

1832 Curry Road • Schenectady, NY 12306 • 518.355.4363 • fax 518.355.2416

July 26, 2021

County of Albany Dept. of General Services
Purchasing Division
112 State Street, Rm 1000
Albany, New York 12207

Dear Pam,

I'm responding to the notice I received for the Albany County RFB# 2020-053 Ballot Paper. I have reviewed the new pricing calculated and I am writing to let you know that I will renew as stated.

I thank you in advance for your time and the opportunity to continue our working relationship. Please contact me directly to discuss or answer any questions you may have.

Sincerely,

Anthony Denning



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.

First year renewal based on Series ID: PCU322-322								
Base PPI 143.2								
Current PPI 153.0								
Difference	1.068435							
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
8 1/2" x 14"	N/A-No Stub	\$ 84.00	\$ 89.75	\$ 349.00	\$ 372.88	\$ 690.00	\$ 737.22	\$ 2,462.00
8 1/2" x 15	1"	\$ 224.00	\$ 239.33	\$ 529.00	\$ 565.20	\$ 1,289.00	\$ 1,377.21	\$ 3,339.00
8 1/2" x 15" -with color bar	1"	\$ 482.00	\$ 514.99	\$ 939.00	\$ 1,003.26	\$ 1,643.00	\$ 1,755.44	\$ 3,970.00
8 1/2" x 16"	2"	\$ 224.00	\$ 239.33	\$ 529.00	\$ 565.20	\$ 1,289.00	\$ 1,377.21	\$ 3,339.00
8 1/2" x 16" -with color bar	2"	\$ 482.00	\$ 514.99	\$ 939.00	\$ 1,003.26	\$ 1,643.00	\$ 1,755.44	\$ 3,970.00
8 1/2" x 18"	1"	\$ 224.00	\$ 239.33	\$ 529.00	\$ 565.20	\$ 1,289.00	\$ 1,377.21	\$ 3,339.00
8 1/2" x 18"-with color bar	1"	\$ 482.00	\$ 514.99	\$ 939.00	\$ 1,003.26	\$ 1,643.00	\$ 1,755.44	\$ 3,970.00
8 1/2" x 17"	No Stub	\$ 84.00	\$ 89.75	\$ 349.00	\$ 372.88	\$ 690.00	\$ 737.22	\$ 2,462.00
8 1/2" x 19"	2"	\$ 224.00	\$ 239.33	\$ 529.00	\$ 565.20	\$ 1,289.00	\$ 1,377.21	\$ 3,339.00
8 1/2" x 19"-with color bar	2"	\$ 482.00	\$ 514.99	\$ 939.00	\$ 1,003.26	\$ 1,643.00	\$ 1,755.44	\$ 3,970.00

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
8 1/2" x 14"	N/A-No Stub	\$ 96.00	\$ 102.57	\$ 394.00	\$ 420.96	\$ 739.00	\$ 789.57	\$ 3,280.00
8 1/2" x 15	1"	\$ 256.00	\$ 273.52	\$ 596.00	\$ 636.79	\$ 1,370.00	\$ 1,463.76	\$ 4,014.00
8 1/2" x 15" -with color bar	1"	\$ 506.00	\$ 540.63	\$ 885.00	\$ 945.56	\$ 1,729.00	\$ 1,847.32	\$ 4,711.00
8 1/2" x 16"	2"	\$ 256.00	\$ 273.52	\$ 596.00	\$ 636.79	\$ 1,370.00	\$ 1,463.76	\$ 4,014.00
8 1/2" x 16" -with color bar	2"	\$ 506.00	\$ 540.63	\$ 885.00	\$ 945.56	\$ 1,729.00	\$ 1,847.32	\$ 4,711.00
8 1/2" x 18"	1"	\$ 256.00	\$ 273.52	\$ 596.00	\$ 636.79	\$ 1,370.00	\$ 1,463.76	\$ 4,014.00
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8 1/2" x 19"	2"	\$ 256.00	\$ 273.52	\$ 596.00	\$ 636.79	\$ 1,370.00	\$ 1,463.76	\$ 4,014.00
8 1/2" x 19"-with color bar	2"	\$ 506.00	\$ 540.63	\$ 885.00	\$ 945.56	\$ 1,729.00	\$ 1,847.32	\$ 4,711.00

	Price per 100,000		Price per 150,000		Price per 200,000	
\$ 2,630.49	\$ 4,705.00	\$ 5,026.99	\$ 7,049.00	\$ 7,531.40	\$ 9,391.00	\$ 10,033.67
\$ 3,567.50	\$ 5,939.00	\$ 6,345.44	\$ 8,489.00	\$ 9,069.94	\$ 11,209.00	\$ 11,976.09
\$ 4,241.69	\$ 7,029.00	\$ 7,510.03	\$ 9,960.00	\$ 10,641.61	\$ 13,079.00	\$ 13,974.06
\$ 3,567.50	\$ 5,939.00	\$ 6,345.44	\$ 8,489.00	\$ 9,069.94	\$ 11,209.00	\$ 11,976.09
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\$ 4,241.69	\$ 7,029.00	\$ 7,510.03	\$ 9,960.00	\$ 10,641.61	\$ 13,079.00	\$ 13,974.06

	Price per 100,000		Price per 150,000		Price per 200,000	
\$ 3,504.47	\$ 6,455.00	\$ 6,896.75	\$ 9,261.00	\$ 9,894.78	\$ 12,106.00	\$ 12,934.47
\$ 4,288.70	\$ 7,219.00	\$ 7,713.03	\$ 10,215.00	\$ 10,914.06	\$ 13,347.00	\$ 14,260.40
\$ 5,033.40	\$ 8,478.00	\$ 9,058.19	\$ 11,674.00	\$ 12,472.91	\$ 15,100.00	\$ 16,133.37
\$ 4,288.70	\$ 7,219.00	\$ 7,713.03	\$ 10,215.00	\$ 10,914.06	\$ 13,347.00	\$ 14,260.40
\$ 5,033.40	\$ 8,478.00	\$ 9,058.19	\$ 11,674.00	\$ 12,472.91	\$ 15,100.00	\$ 16,133.37
\$ 4,288.70	\$ 7,219.00	\$ 7,713.03	\$ 10,215.00	\$ 10,914.06	\$ 13,347.00	\$ 14,260.40
\$ 5,033.40	\$ 8,478.00	\$ 9,058.19	\$ 11,674.00	\$ 12,472.91	\$ 15,100.00	\$ 16,133.37
\$ 3,504.47	\$ 6,455.00	\$ 6,896.75	\$ 9,261.00	\$ 9,894.78	\$ 12,106.00	\$ 12,934.47
\$ 4,288.70	\$ 7,219.00	\$ 7,713.03	\$ 10,215.00	\$ 10,914.06	\$ 13,347.00	\$ 14,260.40
\$ 5,033.40	\$ 8,478.00	\$ 9,058.19	\$ 11,674.00	\$ 12,472.91	\$ 15,100.00	\$ 16,133.37

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 PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No 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			

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 H 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

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND VINCY'S PRINTING, LTD.
FOR BALLOT STOCK PAPER

Contract No. 5776 of 2020

This is an Agreement made by and between the County of Albany, a municipal corporation duly authorized by the laws of the State of New York, located at the Albany County Office Building, 112 State Street, Albany, New York 12207, acting by and through its County Executive (hereinafter referred to as the "County"), and Vincy's Printing, LTD, with a principal address of 1832 Curry Road, Schenectady, New York 12306 (hereinafter referred to as the "Contractor"). The County and Contractor each individually may be referred to as a "[P]arty" or together as the "[P]arties."

WITNESSETH:

WHEREAS, the County, on behalf of the Albany County Board of Elections, has a need for ballot paper and has issued a request for bids for said ballot paper, said request having been denominated RFB #2020-053, and having been issued by the Albany County Purchasing Division on June 8, 2020 and published on June 11, 2020 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on June 18, 2020 to furnish the requested ballot paper during a one-year period (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical construction work as the lowest responsible bid; and

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

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Contractor's Bid, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Contractor's Bid.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1 Contractor shall furnish Special, Primary and General Election ballot paper on an as-needed basis as delineated in Exhibit "A" attached hereto and made a part hereof to the Albany County Board of Elections.
- 2.2 Prior to accepting any tender or delivery pursuant to this Agreement, the Contractor must make a "test run delivery" of fifty (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 Contractor to tender the complete order.
- 2.3 Contractor shall make prompt deliveries as directed by the Albany County Board of Elections. All delivered items are to be packaged by ballot style in suitable containers/cartons that are standard to the trade.

ARTICLE III. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept an amount not to exceed NINETY-NINE THOUSAND, NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$99,999.00) (US currency) as full compensation for all goods furnished under this Agreement.
- 3.2 Payment under this Agreement shall be for the quantities and items actually ordered during the contract period.
- 3.3 The prices set forth in Exhibit "A" shall remain fixed for the entire term of this Agreement.

ARTICLE IV. PAYMENT AND DELIVERY

- 4.1 Albany County operates a formal Purchase Order System. Under NO circumstances will the Contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. If Contractor delivers items which are not ordered or duplicates or over ships items, Contractor does so entirely at its own expense. Such shipments will be at no cost or responsibility to the County.
- 4.2 All deliveries shall be made within ten (10) business days of Contractor's receipt of purchase order unless otherwise agreed upon between the County and the Contractor.
- 4.3 Unless otherwise specified by the County, inside delivery is required.

- 4.4 Orders will be placed on an "as-needed" basis. There are to be no minimum order amounts required.
- 4.5 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

ARTICLE V. TERM OF THE AGREEMENT

The term of this Agreement shall commence on execution and continue in effect for one (1) year from that date.

ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the County or the Contractor as follows:
 - 6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.
 - 6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.
- 6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE VII. ASSIGNMENT

- 7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.
- 7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and

any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE VIII. AVAILABLE DATA

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

ARTICLE IX. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE X. NON-DISCRIMINATION

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

ARTICLE XI. EXTRA WORK

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

ARTICLE XII. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for

1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE XIII. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor 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.

ARTICLE XIV. RELATIONSHIP OF THE PARTIES

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

ARTICLE XV. INDEMNIFICATION

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

ARTICLE XVI. INSURANCE COVERAGE

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

- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule "A" of this Agreement.

ARTICLE XVII. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE XVIII. NO WAIVER OF PERFORMANCE

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

ARTICLE XIX. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other

information relevant to performance under this Agreement, immediately upon request.

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

ARTICLE XX. NON-APPROPRIATIONS

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

ARTICLE XXI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXII. LICENSES

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

ARTICLE XXIII. PARTIAL INVALIDITY

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

ARTICLE XXIV. HEADINGS – CONSTRUCTION

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

ARTICLE XXV. NOTICES

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

ARTICLE XXVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The designated venue is Albany, New York.

ARTICLE XXVII. ENTIRE AGREEMENT

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

ARTICLE XXVIII. MODIFICATION

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

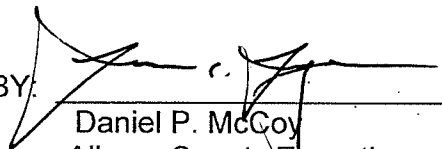
ARTICLE XXIX. EXECUTION OF DOCUMENTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

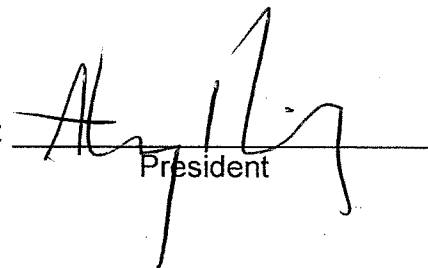
COUNTY OF ALBANY

DATED: 8/24/2020

BY: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

VINCY'S PRINTING, LTD.

DATED: 8/18/2020

BY: 
President

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 24th day of August, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

S

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF Schenectady) SS.:

On the 18 day of August, 2020, before me, the undersigned, personally appeared Anthony Penning personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Diane M. Marce

NOTARY PUBLIC

DIANE M. MARCE
Notary Public, State of New York
Certified Schenectady County
#4876004
Commission Expires 11/3/2022

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 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 automobiles.
3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

EXHIBIT A

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)

$$\$150.00 \text{ divided by } 10 \text{ is } \$15.00$$

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

$$10M = \$350.00$$

$$11M = \$15.00 \text{ additional or } \$365.00$$

$$12M = \$15.00 \text{ additional or } \$380.00$$

$$13M = \$15.00 \text{ additional or } \$395.00$$

$$14M = \$15.00 \text{ additional or } \$410.00$$

$$15M = \$425.00$$

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.

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	\$96.00	\$394.00	\$739.00	\$3,280.00	\$6,455.00	\$9,261.00	\$12,106.00	\$32,331.00				
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	\$37,017.00				
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	\$43,083.00				
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	\$37,017.00				
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	\$43,083.00				
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	\$37,017.00				
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	\$43,083.00				
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	\$32,331.00				
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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	\$43,083.00				
								Grand Total of Lot Two	\$385,062.00				

Request for Contract Approval	
Request ID #	6397
Contract #	6497
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A6772 - Aging
Date submitted	8/6/21
Contact person	Dillon, Patrick
Contact Phone	518 447 7733
Vendor	All Types Advertising, Inc.
Estimated Amount	\$40,970
Estimated Term	4/1/2021 - 9/30/2022
Scope of Services	DFA was awarded stimulus funding for expanding access to COVID-19 vaccines via the aging network from New York State Department for Aging by disseminating credible information about COVID-19 vaccines and direct to additional sources off information.
Budget Line Item	AA6772
Fiscal Impact	County 7.15%
	State 0.00%
	Federal 92.85%
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: August 6, 2021
Regarding: Request for CAB Approval

Program:	Expanding Access to COVID-19 Vaccines
Contractor:	All Types Advertising
Contract Term:	4/1/2021 – 9/30/2022
Contract Amount:	\$40,970.26
Seniors Served:	3000 served

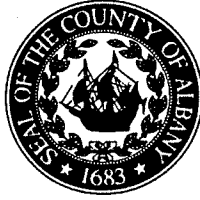
Department for Aging was awarded stimulus funding for expanding access to COVID-19 vaccines via the aging network from the New York State Department for Aging. The County Legislature authorized acceptance for the stimulus funding through Resolution No.214, adopted 7/12/2021.

This request is for approval to utilize stimulus funding to purchase through said Contractor the attached listing of educational and promotional items. The Department for Aging shall produce an educational materials bag, which will include attached listing of items to promote and educate older adults in Albany County in regards to the Department for Aging and the COVID-19 vaccine.

Item #	Description	Qty	Catalog Price	Program Discount	Program Price	Extended Price	Company
PL-1802	Canister of Wipes	3000	\$ 2.19	\$ 0.83	\$ 1.36	\$ 4,080.00	Prime Line
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Ground Shipping	1				\$ 512.80	
WB-16	Water Bottle -16 oz. sport	3000	\$ 1.10	\$ 0.42	\$ 0.68	\$ 2,040.00	GaryLine
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Ground Shipping	1				\$ 329.42	
Pill7USA	7 Day Pill Case Transparent Blue	3000	\$ 0.87	\$ 0.33	\$ 0.53	\$ 1,590.00	Garyline
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Ground Shipping	1				\$ 178.30	
668	Digital Thermometer - Blue	3000	\$ 4.27	\$ 1.62	\$ 2.65	\$ 7,942.20	Illini
	Setup Charge	1	\$ 40.00	\$ 10.00	\$ 30.00	\$ 30.00	
	Estimated Ground Shipping	1				\$ 142.86	
525123	1 Oz. Clip-N-Go Hand Sanitizer	3000	\$ 1.40	\$ 0.53	\$ 0.87	\$ 2,610.00	Geiger
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Ground Shipping	1				\$ 272.60	
3500	Primary Care Bandage Dispenser	3000	\$ 0.72	\$ 0.27	\$ 0.45	\$ 1,350.00	Evans MFG
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Ground Shipping	1				\$ 263.52	
Mask07	MoistWick Protective Mask	3000	\$ 3.97	\$ 1.51	\$ 2.46	\$ 7,384.20	Sweda USA
	Sublimation Print	3000	\$ 0.48	\$ 0.10	\$ 0.38	\$ 1,140.00	
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Shipping	1				\$ 182.60	
506825	Lip Balms - SPF 15	3000	\$ 0.75	\$ 0.28	\$ 0.47	\$ 1,410.00	Geiger
	Setup Charge	1	\$ 55.00	\$ 13.75	\$ 41.25	\$ 41.25	
	Estimated Shipping	1				\$ 66.26	
GNP4616	COVID-19 Vaccine Card holder	5000	0.42	0.15	0.27	\$ 1,350.00	Postive Promotions
	Setup Charge	1	50	12.5	37.5	\$ 37.50	
	Estiamted Shipping	1				\$ 189.20	
PC-185	Mini Tissue Packet	3000	0.69	0.26	0.43	\$ 860.00	Prime Line
	Setup Charge	1	55	13.75	41.25	\$ 41.25	
	Estimated Shipping	1				\$ 393.70	
8353	Non-Woven Shopping Tote	3000	1.49	0.56	0.93	\$ 2,970.00	Evans MFG
	2nd Side Print	3000	1.15	0.23	0.92	\$ 2,760.00	
	Setup Charge	2	\$ 55.00	\$ 13.75	\$ 41.25	\$ 82.50	
	Estimated Shipping	1				\$ 472.60	
	Vector Artwork for bag	1				\$ 80.00	

Project Total

\$ 40,970.26



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: Deborah Riitano
Department of Aging

FROM: Karen Storm
Purchasing Agent

DATE: August 6, 2021

RE: Purchase from All Types

I am in receipt of your recommendation to utilize All Types for your purchase of promotional products.

As I have reviewed the Rockland County bid, I concur that we are eligible to use this contract to purchase promotional items at the contract pricing listed.

Please obtain the necessary contract approval from the Albany County Contract Administration Board so we may issue a purchase order.



Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Dr. Robert L. Yeager Health Center
50 Sanatorium Rd, Building A
Pomona, New York 10970
Phone: (845) 364-3820 Fax: (845) 364-3809
Email: purchasing@co.rockland.ny.us

Paul Brennan, FNIGP, CPPO
Director of Purchasing

July 30, 2020

Mr. Eric Black
All Types Advertising
12 Carol Court
Pomona, NY 10970

RE: RFB-RC-2019-071 – Promotional Items

Dear Mr. Black:

Enclosed, please find a copy of your signed contract extension form on the above referenced bid. The contract will remain firm for the period of: **October 21, 2020 through October 20, 2021 with the option to renew for an additional three one-year terms.**

If you have any questions on this bid, please contact the buyer Michele Phillips at (845) 364-2984.

Thank you for your consideration in this matter.

Sincerely,

Paul J. Brennan

Paul J. Brennan, FNIGP, CPPO
Director of Purchasing

PJB/jl
bjdext2.ltr

Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Dr. Robert L. Yeager Health Center
50 Sanatorium Rd, Building A, 6th Floor
Pomona, New York 10970
Phone: (845) 364-3820 Fax: (845) 364-3809
Email: purchasing@co.rockland.ny.us

Paul Brennan, FNIGP, CPPO
Director of Purchasing

CONTRACT OPTION

BID NO: RFB-RC-2019-071	SUPPLIER: All Types Advertising
TITLE: Promotional Items	ATTN: Eric Black

The County of Rockland may wish to exercise the option to extend all awards in relation to the above noted bid for one additional year. If extended, the bid pricing will remain firm for the period of: **October 21, 2020 to October 20, 2021, with 3 one-year options.**

If you agree to extend all pricing and other requirements of the above noted bid, please sign a copy of this contract extension below and complete the attached **Statement of Required Disclosures, Representations and Certifications** and e-mail it to **Michele Phillips** by **July 23, 2020**. The County of Rockland requires a current **Insurance Certificate** naming the County of Rockland as additional Insured, detail requirements are provided on the next page. If applicable, please supply a current copy of your **Rockland County Trade License**.

If you **DO NOT** wish to extend all pricing and other requirements in accordance with the above noted bid, please indicate below and return.

X **YES, we will extend our pricing through October 20, 2021, with 3 one-year options**

OR

 NO, we will not extend our pricing through October 20, 2021, with 3 one-year options

All-types Advertising Inc.
Company Name

Eric J. Black
Name (please print clearly)

Eric J. Black
Signature

Vice President
Title

7/13/2020
Date

=====

COUNTY OF ROCKLAND/DEPARTMENT OF GENERAL SERVICES

Paul J. Brennan
Paul J. Brennan, FNIGP, CPPO
Director of Purchasing

7/27/2020
Date