

Albany County Request for Contract Approval

Contract #	2023-1473
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Friday, November 24, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	DeNooyer Chevrolet 127 Wolf Road , Albany, NY 12205
Estimated Amount	\$75,019.24
Estimated Term	11/24/2023 to 11/23/2004
Scope of Services	Purchase vehicles for Albany County Sheriff's Office Patrol Unit
Budget Line Item	AA3110 - 22400 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: November 24, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase (Contract Request 2023-1473)

Briefly, this request is to purchase two blazers from DeNooyer Chevrolet for the Albany County Sheriff's Patrol Unit.

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



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael S. Monteleone,
Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 16, 2023

RE: RFB-2023-140 Chevy Blazers

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet for Two (2) Black Chevy Blazers in the amount of \$75,019.24.

As DeNooyer Chevrolet is the lowest responsible and responsive bidder that met the specifications, 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.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff 

RE: RFB #2023-140 Chevy Blazers

DATE: November 16, 2023

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of DeNooyer Chevrolet, the vendor to submit correct color on the bid.

Mini-Bid 2023-140 Chevy Blazers

DeNooyer Chevrolet	\$ 75,019.24
Northshore Chevrolet	\$ 74,223.30

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information

1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	2023-140
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	DeNooyer Chevrolet, Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69048
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1542904
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000006802
3.0	Primary Contact Information	
3.1	Contact Name	Steve Gordon
3.2	Contact Email	sgordon@denooyerchevrolet.com
3.3	Contact Phone (1)	518-469-8804
3.4	Contact Phone (2)	518-458-7700
4.0	Secondary Contact Information	
4.1	Contact Name	Leonard Durocher
4.2	Contact Email	ldurocher@denooyerchevrolet.com
4.3	Contact Phone (1)	518-626-1914
4.4	Contact Phone (2)	518-458-7700

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
Award	Bidder	

1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

3.0 Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
4.0	Vehicle Price Worksheet (Built to Spec)
4.1	NYS Base MSRP
4.2	NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].
4.3	NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]
4.4	NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]
4.5	NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]
4.6	Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]
4.7	Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]
	Price
	\$0.00
	\$0.00
	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	Yes

1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]	Yes
2.0	Additional Information (Pre-Existing)	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A	
3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001	2023	Chevrolet	Blazer	1NR26	Black	Black
002	2023	Chevrolet	Blazer	1NR26	Black	Black
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award# 23166				Bidder		

Albany County Request for Contract Approval

Contract #	2023-1507
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	BID
Department	A3150 - Correctional Facility
Date Submitted	Thursday, November 30, 2023
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	Empire Electric Empire Electric, PO Box 13082, NY 12212
Estimated Amount	\$49,875.00
Estimated Term	12/15/2023 to 12/14/2024
Scope of Services	Replacement of Simplex Node 14 Control Panel at the Albany County Correctional Facility.
Budget Line Item	AA3150 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: November 30, 2023

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Contract Request #2023-1507
RFB 2023-0143

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and Empire Electric to replace simplex node 14 control panel. This is necessary as it ties in with the facilities main alarm system. Facility staff reviewed the bid tabulation and Empire Electric was the sole vendor to submit a bid.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: November 30, 2023

To: Pamela O'Neill, Purchasing Agent

From: Michael J. Lyons, Superintendent

Subject: Replacement of Simplex Control Panel – RFB #2023-143

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Empire Electric, the sole vendor to submit a bid.

RFB-2023-143, Replacement of Simplex Control Panel 11/30/2023 @ 11:00 AM

Vendor:	Empire Electric
Total Bid Amount for Parts and Labor:	\$49,875.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Replacement of Simplex Node 14 Control Panel**
Bid Number: **2023-143**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date	None	Number
------	------	--------

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E") N/A
 - (f) Bidder Qualification Questionnaire (Attachment "F") No Required per 7.1
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27) Section not in use

7. Communication concerning this Bid shall be addressed to:

TJ Henchey thenchey@empireelectricny.com

PO Box 13082

Albany, NY 12212

Phone: 518-466-7896

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Replacement of Simplex Node 14 Control Panel
Bid Number: 2023-143

Total Bid Amount for Parts and Labor \$ 49,875.00

COMPANY: Empire Electric NY LLC

ADDRESS: PO Box 13082

CITY, STATE, ZIP: Albany, NY 12212

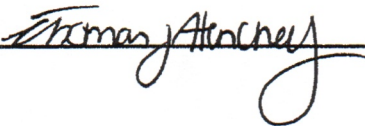
TEL. NO.: 518-945-0500

FAX NO.: 518-545-3139

FEDERAL TAX ID NO.: 87-4451592

REPRESENTATIVE: Thomas Henchey

E-MAIL: thenchey@empireelectricny.com

SIGNATURE AND TITLE  VP

DATE 11/30/2023

BF3

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.

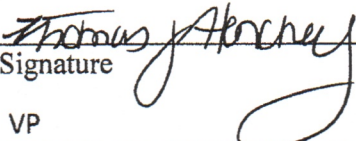
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

VP

Title

Empire Electric NY LLC

Company Name

11/30/2023

Date

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 _____

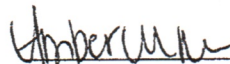
Qualified in _____

Commission Expires _____

If Partnership:

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

On the 29 day of November, 2023, before me personally came Thomas Henchey, 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 Empire Electric NY LLC 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.



AMBER MARIE ROBINSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6412356
Qualified in Albany County
My Commission Expires 12-28-2024

Notary Public, State of New York

Qualified in Albany County

Commission Expires 12/28/2024

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME Empire Electric NY LLC	3. IDENTIFICATION NUMBERS a) FEIN # 87-4451592 b) DUNS # 118639276	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) empireelectricny.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 8 Furlong Drive, Albany, NY 12205	7. TELEPHONE NUMBER 518-945-0500	8. FAX NUMBER 518-545-3139
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 THIS QUESTIONNAIRE Amber Robinson Name Title CEO Telephone Number 518-945-0500 Fax Number e-mail arobinson@empireelectricny.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME Amber Robinson	TITLE CEO	b) NAME Mike Winkler
c) NAME TJ Henchey	TITLE VP	d) NAME Scott Richards
TITLE VP		
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ 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. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 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 AFFILIATES¹ :

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 87 4451592

State of: New York)
) ss:
County of: Albany)

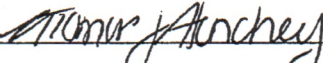
CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Empire Electric NY LLC

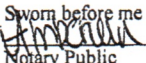
Signature of Owner 

Address PO Box 13082

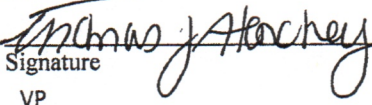
Printed Name of Signatory Thomas Henchey

City, State, Zip Albany, NY 12212

Title VP

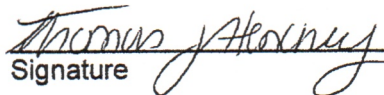
Sworn before me this 30 day of November, 20 23

Notary Public

AMBER MARIE ROBINSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01R06412356
Qualified in Albany County
My Commission Expires 12-28-2024

Thomas Henchey
Printed Name

Signature
VP
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

VP

Title

Empire Electric NY LLC

Company Name

11/30/2023

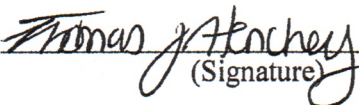
Date

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Replacement of Simplex Node 14 Control Panel

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Empire Electric NY LLC

By: 
(Signature)

TJ Henchey

(Typed)

Title: VP

Date: 11/30/2023

Albany County Request for Contract Approval

Contract #	2023-1508
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	Sole Source
Department	A3150 - Correctional Facility
Date Submitted	Thursday, November 30, 2023
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	David Kinhead 3100 Camp Road, Oviedo, FL 32765
Estimated Amount	\$49,400.97
Estimated Term	12/15/2023 to 12/14/2024
Scope of Services	I-Con System for standalone toilets on housing units at the Albany County Correctional Facility
Budget Line Item	AA3150 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: November 30, 2023

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: I-Con System Purchase

Briefly, this request is to purchase a plumbing system (I-Con) for standalone toilets that are on our housing units. The I-Con System will help water usage as well as contraband being flushed into toilets.

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV:

Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

Department: Albany County Correctional Facility

Contact Name: Michael Lyons

Phone #: (518) 869-2741

Requisition #: _____

Describe in detail the products and/or services to be procured:

Vendor will be responsible for supplying all plumbing fixtures and fittings needed for replacement of our current fixtures as well as control board for timing out toilets/sinks

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

With I-Cons plumbing system, it will limit water usage on tiers. The inmates will be timed out on their toilets/sinks if they are excessively pressing their buttons. Long term goal of I-Con system is to lower water bills/usage

Vendor Name: I-CON Systems Inc

Vendor Address: 3100 Camp Rd Oviedo, FL 32765

Phone: (407) 365-6241

Fax: (407) 365-7944

Product Needed by date: _____

Estimated Total Dollars for this procurement: \$ 188,922.39

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- ☐ The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- ☐ Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- ☐ Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- ☐ Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- ☐ Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee:

Signature:

Superintendent Michael J. Lyons
Michael J. Lyons

To Whom It May Concern:

This letter is to confirm that the "I-CON System" is a sole source product/system (the "Product"), manufactured, sold and distributed exclusively by I-CON Systems, Inc. ("I-CON"). No division of I-CON, nor any other company, makes a similar, equal or competing product. This Product must be purchased directly by institutions from I-CON at the address listed above.

There is no other like item or product available for purchase that would serve the same function or meet the same specifications as the Product. I-CON's Products (or any portion thereof) are currently protected by intellectual property rights, including, but not limited to, trademarks, patents and pending patents in the U.S. and internationally. Additionally, all or a portion of our Products are designed specifically to meet each facilities' needs and are customized accordingly.

If you desire additional information, don't hesitate to contact me at (407) 365-6241 at any time or please visit our website at www.i-con.com. Thank you for your interest in our products.

Sincerely,



Shawn Bush
President and CEO
I-CON Systems, Inc.



(866) 730-7192
www.i-con.com

Sales Quotation

Document Number
Customer Account
Customer Requisition

SQ011854-2
CS001096

Validity Period
Payment Terms
Mode of Delivery

9/27/2023 – 10/27/2023
Net 30 days
UPS Ground

Customer Reference

Albany County Correctional

Billing Address

Albany County Correctional
840 Albany Shaker Rd
Albany, NY 12211

Shipping Address

Albany County Correctional
840 Albany Shaker Rd
Albany, NY 12211

Contact: Mark Porto
Phone: 518-669-8822

Item	Quantity	Unit Price	Line Amount
NEXUS X12 8 I/O AC Controller / 4 Cold 4 Flush : 001 : Standalone 100191 : 4C4F : 001 : No CAM	15.00 EACH	\$ 487.82	\$7,317.30
NEXUS X12 Runtime & Lockout Adjuster 100236	1.00 EACH	\$ 238.25	\$238.25
Plug-In Transformer / 120 Volt : 1.5 Amps : US Plug 100476 : 120V : 1.5 Amps : US Plug	15.00 EACH	\$ 52.68	\$790.20
MOMENTUM Flush Valve / E3 Inlet : AC Sld 100290 : E3 In Fit : 0914	58.00 EACH	\$ 191.51	\$11,107.58
Pre-Tempered Lavatory Manifold / 2 Stage : 1/2" Compression : AC Sld 100439 : 2 Stage : Std Fit : 0914	30.00 EACH	\$ 275.48	\$8,264.40
Cable for TruFIRE 24v AC Solenoid / 6' Length 100134 : 6'	58.00 EACH	\$ 8.76	\$508.08
Cable for TruFIRE 24v AC Solenoid / 15' Length 100134 : 15'	58.00 EACH	\$ 16.65	\$965.70
TruTOUCH LED Sensor / 2' Length 100146 : 2'	58.00 EACH	\$ 98.88	\$5,735.04
Cable for TruTOUCH Sensor 6C / 6' Length 100267 : 6'	58.00 EACH	\$ 9.41	\$545.78
Cable for TruTOUCH Sensor 6C / 15' Length 100267 : 15'	58.00 EACH	\$ 19.97	\$1,158.26
TruTOUCH Sensor / 2' Length 100215 : 2'	58.00 EACH	\$ 68.65	\$3,981.70

We appreciate your business.

In stock items typically ship by the next business day. For future orders or product support, please contact I-CON Customer Service at (866) 730-7192 or customerservice@i-con.com.

Thank you!

Subtotal	\$48,816.57
Tax	\$0.00
Freight / Charges	\$584.40
Trade Discount	\$0.00
Total	\$49,400.97



(866) 730-7192
www.i-con.com

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Item	Quantity	Unit Price	Line Amount
1-1/2" Brass Vacuum Breaker Nut 100107	58.00 EACH	\$ 12.70	\$736.60
Vacuum Breaker Repair Kit with Friction Washer 100108	58.00 EACH	\$ 4.57	\$265.06
Vacuum Breaker Tube / 1-1/2" OD : 21" L : Raw Brass : No Transition 100102 : 1-1/2" : 21" : Raw Brass : No Trans	58.00 EACH	\$ 48.37	\$2,805.46
Slip Joint Elbow Assembly 1-1/2" Rough Brass 100103	30.00 EACH	\$ 36.38	\$1,091.40
1-1/2" Brass Tailpiece Nut 100106	58.00 EACH	\$ 7.26	\$421.08
Slip Joint Gasket / 1-1/2" D 101519 : 1-1/2"	58.00 EACH	\$ 2.04	\$118.32
Round Escutcheon / 2" OD Backing : 7/8" ID 100095 : 2" : 7/8"	122.00 EACH	\$ 5.27	\$642.94
Round Escutcheon / 2-3/8" OD Lav : 7/8" ID 100095 : 2-3/8" : 7/8"	58.00 EACH	\$ 6.86	\$397.88
Round Escutcheon / 2-7/8" OD WC : 7/8" ID 100095 : 2-7/8" : 7/8"	58.00 EACH	\$ 8.31	\$481.98
Poly Tubing / 1/2" ID : 100' Length 100098 : 1/2" : 100'	3.00 EACH	\$ 202.96	\$608.88
Braided Stainless Steel Connector / 1/2" FPT by 1/2" FPT : 20" L 100090 : 1/2F_1/2F : 20"	30.00 EACH	\$ 10.02	\$300.60
Flow Restrictor / 1/4" Diameter : 0.055" Hole 100092 : 1/4" : 0.055"	58.00 EACH	\$ 5.76	\$334.08

Notes

Unless otherwise stated, quote does not include shipping and handling and is FOB Origin, Freight Prepaid and Add.

We appreciate your business.

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Thank you!

Subtotal	\$48,816.57
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Net 30 days
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Albany County Correctional

Terms and Conditions of Sale

Revised as of August 1st, 2022

1. APPLICABILITY. These Terms and Conditions of Sale are an abridged version of I-CON's standard Terms and Conditions of Sale accessible at <https://www.i-con.com/terms-and-conditions> ("Terms") and apply to all sales of goods and products (collectively, "Products") I-CON makes to a customer pursuant to the customer's order or other offer to purchase Products (collectively, "Order"). All Orders incorporate the Terms into, and make them a part of, all Orders as if fully repeated in all Orders (regardless of whether any Order specifically incorporates these Terms).

2. CUSTOMER TERMS AND CONDITIONS. As used in these Terms, "Customer Terms and Conditions" means all terms and conditions in any customer acknowledgement, bid, confirmation, communication, offer, Order, proposal, purchase order, request, solicitation, or other writing that attempts or purports to impose any (i) additional, amended, conflicting, deleted, different, inconsistent, limiting, modified, non-identical, qualifying, rejecting, substitute, or supplementary terms and conditions to these Terms or (ii) otherwise affect these Terms in any way. Notwithstanding any Customer Terms and Conditions, I-CON expressly and unequivocally conditions Product sales to customer upon customer's acceptance of, and agreement with, these Terms and no Customer Terms and Conditions. All Customer Terms and Conditions shall be disregarded in their entirety. No Customer Terms and Conditions are part of an Order or any contract between the customer and I-CON. Any Customer Terms and Conditions will have no validity or force or effect and will not be deemed part of a contract between I-CON and customer. I-CON objects to, and rejects all, Customer Terms and Conditions. Customer shall not assert against I-CON and irrevocably, unconditionally, unqualifiedly, and unequivocally waives any action, allegation, argument, assertion, cause of action, claim, defense, demand, proceeding, or suit, whether at law or in equity (collectively, "Claims"), that any Customer Terms and Conditions either (i) amend, conflict with, delete, differ from, are inconsistent with, limit, modify, are non-identical, qualify, reject, substitute, supplement, or (ii) otherwise affect these Terms in any way. I-CON's failure to object specifically to any Customer Terms and Conditions will not validate or give effect to such Customer Terms and Conditions in any way or modify or otherwise affect these Terms in any way.

3. ORDERS. All Orders are subject to I-CON's acceptance or rejection, in I-CON's sole discretion, and shall comply with I-CON's requirements as to form and substance. No Order will be binding upon I-CON until the earlier of (i) one of I-CON's authorized employees accepts and confirms the Offer in writing ("Order Confirmation") or (ii) I-CON delivers Products to customer pursuant to the Order. If I-CON does not issue an Order Confirmation or deliver Products to customer pursuant to the Order on or before the 30th day after I-CON receives the Order, then, without any additional action of I-CON or the customer, the Order will be deemed to have lapsed and be invalid and of no force or effect. If I-CON issues an Order Confirmation, customer shall confirm that all information in the Order Confirmation (including pricing, type of Products, and quantities of Products) is accurate and complete on or before the third business day of the Order Confirmation's date; and, if customer fails to confirm an Order Confirmation's accuracy and completeness within such 3 business day period, the Order Confirmation will be deemed accurate, complete, and binding upon customer. I-CON may cancel accepted but unfilled Orders, with or without cause, and without liability to customer. If customer cancels or modifies an Order prior to I-CON's delivery of all or part of the Order, customer will pay (i) all costs I-CON shall have incurred through the cancellation or modification date, (ii) all costs I-CON incurs after the cancellation or modification date relating to the cancellation or modification, and (iii) in I-CON's sole discretion, a service charge in an amount up to but not exceeding 25% of the total Order price; however, customer may not cancel or modify Orders for non-stock or custom fabrication Products (collectively, "Custom Products") at any time, except, in I-CON's sole discretion, upon customer's payment of (i) all costs I-CON shall have incurred through the cancellation or modification date, (ii) all costs I-CON incurs after the cancellation or modification date relating to the cancellation or modification, and (iii) a service charge that I-CON shall set based upon the Order's size and pricing. I-CON may refuse any Order for less than \$50. If an Order is for any Custom Product, Customer will provide all measurements and other specifications for the Custom Product ("Custom Specifications") to I-CON. Notwithstanding anything to the contrary in these Terms, (i) Customer must submit all Custom Specifications in writing to I-CON's engineering department for prior acceptance and I-CON for pricing, (ii) I-CON's engineering department must accept the Custom Specifications in writing and Customer must accept I-CON's pricing in writing before I-CON will be deemed to have accepted an Order for any Custom Product pursuant to these Terms, (iii) I-CON's acceptance of any Custom Specifications will be limited to its acknowledgment that it can manufacture the Custom Specifications, (iv) Customer will be solely responsible and liable for all issues, Claims, and Liabilities arising out of, or relating to, its Custom Specifications (including, without limitation, their sizing and dimensions, fitness for a particular purpose, suitability for use, merchantability, and all other issues), (v) I-CON's sole obligation and liability will be to manufacture the Custom Product according to the Custom Specifications, (vi) I-CON's acceptance of any Custom Specifications will not constitute an approval of the Custom Specifications for any purpose or in any way including, without limitation, that any architect, engineer, or other third party will accept or approve the Custom Product or Custom Specifications. All amendments, changes, modifications, or supplements to any Custom Specifications that I-CON has accepted must be submitted to I-CON for its renewed acceptance and pricing. All Orders for Custom Products are subject to these Terms' provisions governing cancellation and modification of Orders.

4. PRICE AND PAYMENT. Customer will purchase Products at the prices I-CON shall quote to customer in writing, without set-off, reduction, discount, recoupment, or withholding. I-CON does not grant prepayment discounts. I-CON may change Prices without notice at any time, and I-CON's price quotes are conditioned upon customer's acceptance of them on or before the 30th day after their date, unless expressly stated otherwise in a price quote. All price quotes containing typographic or clerical errors are subject to I-CON's correction and will not be binding upon I-CON. Customer will pay in full all invoiced amounts in U.S. dollars on or before the 30th day after I-CON's invoice date, without set-off, reduction, discount, recoupment, or withholding, by such means as I-CON shall require from time to time. If payment shall be due on a non-banking day when banks or financial institutions are not open to receive funds, customer shall make payment on the next banking day. Customer will pay a service charge on delinquent invoiced amounts at the lesser of 2% per month or the highest rate permissible under applicable Laws, calculated daily and compounded monthly. Customer will reimburse I-CON for all costs I-CON incurs to collect delinquent amounts, including I-CON's attorneys' fees. I-CON may refuse to sell or deliver Products to customer if customer is then delinquent in making a payment or otherwise in breach of these Terms. I-CON may fix or change from time to time any credit terms upon which I-CON may be willing to sell Products to customer and may decline to sell or deliver Products to customer until customer has met I-CON's credit terms. Unless specifically set out in an Order Confirmation, I-CON's pricing for Products that customer shall order do not constitute "most favored customer" pricing. Customer will pay for Products by one of the following methods: ACH/electronic funds transfer; credit card; wire payment; or check. Customer shall mail any payment by check to the following address: I-CON Systems, Inc., P.O. Box 748371, Atlanta, Georgia 30374-8371.

Approved and Accepted by Buyer

Sign and Return

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Payment Method _____

☐ Purchase Order: _____

☐ Credit Card (Call Customer Service to place order)

Please verify that the billing and shipping information listed on the quote is correct before placing order

We appreciate your business.

In stock items typically ship by the next business day. For future orders or product support, please contact I-CON Customer Service at (866) 730-7192 or customerservice@i-con.com.

Thank you!

Subtotal	\$48,816.57
Tax	\$0.00
Freight / Charges	\$584.40
Trade Discount	\$0.00
Total	\$49,400.97



I-CON Systems, Inc.
3100 Camp Road, Oviedo, FL 32765
Toll-Free - 800.240.3578
P - 407.365.6241 • F - 407.365.7944
www.i-con.com

November 28, 2023

Albany County Correctional
840 Albany Shaker Rd
Albany, NY 12211

Re: Quote SQ011854-2

To whom it may concern,

I-CON manufactures and sells to various lines of electronic plumbing control systems (the "Product") that are unique in application and function to the Correctional segment. Several components of the I-CON System are proprietary and protected by intellectual property rights, including, but not limited to, trademarks, patents and pending patents in the U.S. and internationally. There is no like product that can collectively meet the function and performance specifications of I-CON proprietary Products.

With reference to quote n. SQ011854-2 for Albany County, the products listed in the quote are covered by the following US patents, as applicable:

Title	Patent No.
"Automatic Toilet Flushing System and Method"	7,322,054
"Method for Modifying a Plastic Body Valve for Use in a Waste Water System"	7,607,448
"Automatic Toilet Flushing System and Method"	7,500,277
"Method of Monitoring Wear in a Diaphragm Valve Using Pressure Detection"	8,695,620
"Controller Box"	D671,512
"Diaphragm Valve with Electronic Pressure Detection"	8,387,653
"Rigid Piston Retrofit for a Diaphragm Flush Valve"	9,222,584
"Rigid Piston Valve Incorporating a Solenoid"	9,228,662
"Controller Box"	D738,835
"Controller Box"	D738,331
"Method of Monitoring Wear in a Diaphragm Valve Using Pressure Detection"	9,279,756
"Removable Time Adjusting Device, System, and Method for Adjusting an Electronic Plumbing Controller"	10,082,805
"Plumbing Control System With Distress Signal"	9,728,073
"System, Method, and Apparatus for Optimizing a Timing of a Flush Valve"	10,378,676
"Fence Valve with Indicator"	9,963,867
"Rigid Piston Retrofit for a Diaphragm Flush Valve"	9,816,636
"Rigid Piston Valve Incorporating a Solenoid"	9,822,896
"System and Method for a Diaphragm Valve Controlled Through Measurement of Water Pressure and Solenoid Opening Time"	9,890,526
"System, Method, and Apparatus for Optimizing a Timing of a Flush Valve"	10,514,110
"Plumbing Control System, Method, and Apparatus for Preventing Repeated Use of an Appliance with Feedback"	10,376,706





Intelligent Water Conservation™

I-CON Systems, Inc.

3100 Camp Road, Oviedo, FL 32765

Toll-Free - 800.240.3578

P - 407.365.6241 • F - 407.365.7944

www.i-con.com

In addition, with narrow exception, it is I-CON's practice to not work directly with any third parties to stock and actively distribute our Correctional solutions in the United States. I-CON occasionally, as circumstances require, works with installers or wholesalers, who may typically mark up and re-sell our Products. All Products, without exception, are available to purchase directly from I-CON.

If you desire additional information, please contact our company at (407) 365-6241 or visit our website at www.i-con.com. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Dixon", is written over a light blue circular background.

Chad Dixon

CFO

I-CON Systems, Inc.



Albany County Request for Contract Approval

Contract #	2023-1479
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	Sole Source
Department	A1450 - Board of Elections
Date Submitted	Tuesday, November 28, 2023
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Knowink 460 N Lindbergh Blvd, Saint Louis, MO 63141
Estimated Amount	\$59,726.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	We are seeking approval of a contract with Knowink for the maintenance of software for our electronic poll books. The contract is in the amount of \$59,726 for the term of 01/01/2024 to 12/31/2024. Knowink is on the state contract (PS68741) and is sole source.
Budget Line Item	AA1450 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Kathleen Donovan (D)

260 S. PEARL ST.
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Kathleen Donovan, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget
Zachary Smetana, Budget Analyst, Department of Management and Budget

RE: Contract with Knowink for poll books software

DATE: 11/28/2023

We are seeking approval of a contract with Knowink for the maintenance of software for our electronic poll books. The contract is in the amount of \$59,726 for the term of 01/01/2024 to 12/31/2024.

Knowink is on the state contract and is sole source.

KNOWiNK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141
+1 8557655723
<http://knowink.com>

Invoice

**BILL TO**

Debora Banks
Albany County NY Board of Elections
260 S. Pearl St
Albany, NY 12202

SHIP TO

Debora Banks
Albany County NY Board of Elections
260 S. Pearl St
Albany, NY 12202

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14314	11/27/2023	USD 59,726.00	12/27/2023	Net 30	

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Poll Pad Annual Maintenance Fee	Includes software updates and support	450	100.00	45,000.00
	Poll Print Annual License	Includes software updates and support	74	199.00	14,726.00

BALANCE DUE

USD 59,726.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.



KNOWiNK
INNOVATIVE ELECTION SOLUTIONS

November 27, 2023

Albany County New York Elections
32 N Russell Rd. #1
Albany, NY 12206

To Whom it May Concern:

This letter has been written to confirm that KNOWiNK LLC.'s Poll Pad, Poll Print and Annual Software Maintenance are sole source products, and are only sold by KNOWiNK, LLC. Any Poll Pad, Poll Print and related software must be purchased directly from KNOWiNK, LLC. Only Poll Pad will connect and operate with the Poll Print system.

Regards,

Kevin J. Schott
CFO
KNOWiNK LLC.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: October 10, 2019

Group 76000 – ELECTRONIC POLL BOOK SYSTEMS (STATEWIDE)		
Award Number:	23167	Contract Period Various – August 14, 2024

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PS68741	Know Ink, LLC 2111 Olive Street St. Louis, MO 63103 Federal ID: 454011089 NYS Vendor ID: 1100232285	Phone: 855-765-5723	Contact Information Pricing Information Terms & Conditions
CONTRACT PERIOD: August 15, 2019 – August 14, 2024			
PS68893	Robis Elections, Inc. 1751 S Naperville Rd Ste 104 Wheaton, IL 60189 Federal ID: 810681382 NYS Vendor ID: 1100187161	Phone: 844-842-7533	Contact Information Pricing Information Terms & Conditions
CONTRACT PERIOD: September 10, 2019 – August 14, 2024			
PS68742	Tenex Software Solutions, Inc. 5402 W Laurel Street Suite 206 Tampa, FL 33607 Federal ID: 593647858 NYS Vendor ID: 1100232959	Phone: 813-618-3639	Contact Information Pricing Information Terms & Conditions
CONTRACT PERIOD: August 21, 2019 – August 14, 2024			

Albany County Request for Contract Approval

Contract #	2023-1481
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	Sole Source
Department	A1450 - Board of Elections
Date Submitted	Tuesday, November 28, 2023
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	NTS 2079 Sawyer Rd, Niagara Falls, NY 14304
Estimated Amount	\$97,965.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	Please be advised that the Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the APEX voter registration, WorkFlow, signature digitization, full document imaging and the petitions election management applications currently installed in the Board of Elections. NTS is the only company that can practically and legally maintain our voter registration system. The cost for the agreement is \$97,965. The term of the agreement is 1/1/2024 to 12/31/2024.
Budget Line Item	AA1450 - 44919 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Kathleen Donovan, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget
Zachary Smetana, Budget Analyst, Department of Management and Budget

RE: Contract with NTS for Voter Registration System

DATE: 11/28/2023

Please be advised that the Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the APEX voter registration, WorkFlow, signature digitization, full document imaging and the petitions election management applications currently installed in the Board of Elections. NTS is the only company that can practically and legally maintain our voter registration system. The cost for the agreement is \$97,965. The term of the agreement is 1/1/2024 to 12/31/2024.

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.



2079 Sawyer Dr.
Niagara Falls, NY 14304
Ntsdata.com

11/21/2023

Commissioner Kathy Donovan
Commissioner Rachel Bledi
224 South Pearl St.
Albany, NY 12202

Dear Commissioners:

The transition from Team/Suite to APEX is complete! As we move into a presidential year, our focus is to work on some new features!

Have you looked at our new affidavit workflow? If not, please get in touch with your NTS Account Manager for more information.

In the summer release, we're excited about a new feature that allows you to send DMV/OVR exceptions directly to the work queue for processing; we think you'll love it!

In the coming year, we'll be working on enhancements to the communication center and some significant improvements to street address maintenance.

Below, please find the products and amounts for the 2024 renewal agreement.

Maintenance, Support, and Services Covered Under New Contract

NTS Products	Year	Amount
Annual Maintenance & Support for: APEX, Workflow (multi-folder), PACETS, VIC (Voter Information Center), Street Address Maintenance	2024	\$97,965
Mail Check Cards Exclusive of postage	2024	\$50,468

Mail Check and Redistricting services are also available for an additional charge.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Samantha Sevenish". The signature is fluid and cursive, with the first name "Samantha" and last name "Sevenish" clearly legible.

Samantha Sevenish



November 28, 2023

Commissioner Kathleen Donovan
Commissioner Rachel L. Bledi
Albany County Board of Elections
224 South Pearl Street
Albany, NY 12202

Dear Commissioners:

NTS Data Services, LLC is the developer and sole point of support and maintenance for the APEX voter registration, WorkFlow, PACETS election management system and IMS interface messaging system applications currently installed in the Board of Elections. As NTS is the only company that can practically and legally maintain the software, this would be a sole source situation. NTS supplies these systems to forty-nine other counties in New York State and is the only company providing voter registration software and services that is locally based - in Wheatfield, New York.

NTS systems have been certified by the State Board of Elections to comply with the interface requirements of the NYSVoter statewide voter registration system and your Board uses this functionality to communicate back and forth with NYSVoter. In addition, NTS continually maintains and upgrades functionality in our software modules and new releases are included in the renewal contract at no additional cost.

As our history has demonstrated, Albany County has the comfort in knowing that these critical elements of your election process are handled by experienced NTS personnel who are familiar with requirements set forth by the Albany County Board of Elections and the New York State Board of Elections. We know the critical importance of our service to our customers and have built an infrastructure that troubleshoots and delivers.

I hope the above helps to clarify the issues related to the renewal contract. Should you or anyone else in the County have any questions, please feel free to contact me at 800-458-3820 ext 202

Sincerely,

A handwritten signature in blue ink that reads "Samantha Sevenish". The signature is written in a cursive, flowing style.

Samantha Sevenish
Vice President, Technical Projects

Albany County Request for Contract Approval

Contract #	2023-1492
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	BID
Department	A1450 - Board of Elections
Date Submitted	Wednesday, November 29, 2023
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Vincy's Printing 1832 Curry Rd., Schenectady, NY 12306
Estimated Amount	\$99,999.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	We are seeking renewal of contract No. 2023-758 for a 1-year term with Vincy's Printing, Ltd., which will provide ballot stock paper on an as-needed basis for the primary, general and any special elections held within 2024. The contract is not to exceed \$99,999.00. Vincy's was the lowest responsible and responsive bidder for RFB#2022-069, a purchasing cooperative agreement subject to a 4-year renewal.
Budget Line Item	AA1450 - 44042 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



**ALBANY COUNTY
BOARD OF ELECTIONS**
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Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Kathleen Donovan, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget
Zachary Smetana, Budget Analyst, Department of Management and Budget

RE: Contract with Vincy's Printing for Ballot Paper

DATE: 11/29/2023

We are seeking renewal of contract No. 2023-758 for a 1-year term with Vincy's Printing, Ltd., which will provide ballot stock paper on an as-needed basis for the primary, general and any special elections held within 2024. The contract is not to exceed \$99,999.00.

Vincy's was the lowest responsible and responsive bidder for RFB#2022-069, a purchasing cooperative agreement subject to a 4-year renewal.



Vincy's Printing

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

Albany County Division of Purchasing
Pamela O Neill
Purchasing Agent

November 29, 2023

Dear Pamela,

I am writing to inform you that upon review of the attached proposal for the renewal pricing of ballot paper January 1, 2024 to December 31, 2024. Vincy's Printing will honor the new proposed pricing. Please contact me with any questions.

Sincerely,

Anthony Denning

Bid Tabulation 2022-069 Ballot									
A. Lot (One) 80# Weyerhaeuser-Opaque White/or approved equivalent									
June PPI 180.77									
Current PPI 182.272									
1.0083089									
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	\$125.00	\$126.04	\$521.00	\$525.33	\$1,031.00	\$1,039.57	\$5,022.00	\$5,063.73
8 1/2" x 15	1"	\$335.00	\$337.78	\$790.00	\$796.56	\$1,927.00	\$1,943.01	\$5,535.00	\$5,580.99
8 1/2" x 15" -with color bar	1"	\$720.00	\$725.98	\$1,403.00	\$1,414.66	\$2,456.00	\$2,476.41	\$6,403.00	\$6,456.20
8 1/2" x 16"	2"	\$335.00	\$337.78	\$790.00	\$796.56	\$1,927.00	\$1,943.01	\$5,535.00	\$5,580.99
8 1/2" x 16" -with color bar	2"	\$720.00	\$725.98	\$1,403.00	\$1,414.66	\$2,456.00	\$2,476.41	\$6,403.00	\$6,456.20
8 1/2" x 18"	1"	\$335.00	\$337.78	\$790.00	\$796.56	\$1,927.00	\$1,943.01	\$5,535.00	\$5,580.99
8 1/2" x 18"-with color bar	1"	\$720.00	\$725.98	\$1,403.00	\$1,414.66	\$2,456.00	\$2,476.41	\$6,403.00	\$6,456.20
8 1/2" x 17"	No Stub	\$125.00	\$126.04	\$521.00	\$525.33	\$1,031.00	\$1,039.57	\$5,022.00	\$5,063.73
8 1/2" x 19"	2"	\$335.00	\$337.78	\$790.00	\$796.56	\$1,927.00	\$1,943.01	\$5,535.00	\$5,580.99
8 1/2" x 19"-with color bar	2"	\$720.00	\$725.98	\$1,403.00	\$1,414.66	\$2,456.00	\$2,476.41	\$6,403.00	\$6,456.20

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	\$142.00	\$143.18	\$588.00	\$592.89	\$1,105.00	\$1,114.18	\$6,202.00	\$6,253.53
8 1/2" x 15	1"	\$382.00	\$385.17	\$891.00	\$898.40	\$2,048.00	\$2,065.02	\$6,753.00	\$6,809.11
8 1/2" x 15" -with color bar	1"	\$756.00	\$762.28	\$1,322.00	\$1,332.98	\$2,585.00	\$2,606.48	\$7,618.00	\$7,681.30
8 1/2" x 16"	2"	\$382.00	\$385.17	\$891.00	\$898.40	\$2,048.00	\$2,065.02	\$6,753.00	\$6,809.11
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8 1/2" x 19"-with color bar	2"	\$756.00	\$762.28	\$1,322.00	\$1,332.98	\$2,585.00	\$2,606.48	\$7,618.00	\$7,681.30

Price per 100,000		Price per 150,000		Price per 200,000	
\$9,528.00	<i>\$9,607.17</i>	\$12,248.00	<i>\$12,349.77</i>	\$16,244.00	<i>\$16,378.97</i>
\$10,406.00	<i>\$10,492.46</i>	\$13,491.00	<i>\$13,603.10</i>	\$17,549.00	<i>\$17,694.81</i>
\$11,724.00	<i>\$11,821.41</i>	\$15,318.00	<i>\$15,445.28</i>	\$19,429.00	<i>\$19,590.43</i>
\$10,406.00	<i>\$10,492.46</i>	\$13,491.00	<i>\$13,603.10</i>	\$17,549.00	<i>\$17,694.81</i>
\$11,724.00	<i>\$11,821.41</i>	\$15,318.00	<i>\$15,445.28</i>	\$19,429.00	<i>\$19,590.43</i>
\$10,406.00	<i>\$10,492.46</i>	\$13,491.00	<i>\$13,603.10</i>	\$17,549.00	<i>\$17,694.81</i>
\$11,724.00	<i>\$11,821.41</i>	\$15,318.00	<i>\$15,445.28</i>	\$19,429.00	<i>\$19,590.43</i>
\$9,528.00	<i>\$9,607.17</i>	\$12,248.00	<i>\$12,349.77</i>	\$16,244.00	<i>\$16,378.97</i>
\$10,406.00	<i>\$10,492.46</i>	\$13,491.00	<i>\$13,603.10</i>	\$17,549.00	<i>\$17,694.81</i>
\$11,724.00	<i>\$11,821.41</i>	\$15,318.00	<i>\$15,445.28</i>	\$19,429.00	<i>\$19,590.43</i>

Price per 100,000		Price per 150,000		Price per 200,000	
\$11,929.00	<i>\$12,028.12</i>	\$17,232.00	<i>\$17,375.18</i>	\$20,931.00	<i>\$21,104.91</i>
\$12,810.00	<i>\$12,916.44</i>	\$18,440.00	<i>\$18,593.22</i>	\$22,335.00	<i>\$22,520.58</i>
\$14,124.00	<i>\$14,241.35</i>	\$19,595.00	<i>\$19,757.81</i>	\$24,339.00	<i>\$24,541.23</i>
\$12,810.00	<i>\$12,916.44</i>	\$18,440.00	<i>\$18,593.22</i>	\$22,335.00	<i>\$22,520.58</i>
\$14,124.00	<i>\$14,241.35</i>	\$19,595.00	<i>\$19,757.81</i>	\$24,339.00	<i>\$24,541.23</i>
\$12,810.00	<i>\$12,916.44</i>	\$18,440.00	<i>\$18,593.22</i>	\$22,335.00	<i>\$22,520.58</i>
\$14,124.00	<i>\$14,241.35</i>	\$19,595.00	<i>\$19,757.81</i>	\$24,339.00	<i>\$24,541.23</i>
\$11,929.00	<i>\$12,028.12</i>	\$17,232.00	<i>\$17,375.18</i>	\$20,931.00	<i>\$21,104.91</i>
\$12,810.00	<i>\$12,916.44</i>	\$18,440.00	<i>\$18,593.22</i>	\$22,335.00	<i>\$22,520.58</i>
\$14,124.00	<i>\$14,241.35</i>	\$19,595.00	<i>\$19,757.81</i>	\$24,339.00	<i>\$24,541.23</i>

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY BOARD OF ELECTIONS



RFB #2022-069

PURCHASE OF BALLOT PAPER

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, 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: Purchase of Ballot Paper RFB NUMBER: 2022-069

Receipt Confirmation Form

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

Pamela O Neill
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 #2022-069
Purchase of 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 #2022-069

Sealed Bids for Purchase of Ballot Paper as requested by Albany County Board of Elections 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 9, 2022.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **May 26, 2022**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
May 19, 2022

PUBLISH ONE DAY – MAY 26, 2022 -- THE EVANGELIST
PUBLISH ONE DAY – MAY 26, 2022 -- 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: **Purchase of Ballot Paper**
- 1.2 Requesting Department: **Albany County Purchasing Cooperative**
- 1.3 Bid Number: **2022-069**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Purchase of Ballot paper** as requested by **the 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 9, 2022** at the following address:

Pamela O Neill
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

Contract Term and Renewal: The bid shall be for the period of July 1, 2022 – December 31, 2022. Price increase/decrease will be allowed quarterly using the US Department of Labor, Bureau of Labor Statistics Produce Price Index as listed below.

At the end of the initial 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 quarterly 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:

(Current PPI/Base PPI) x Original Awarded Bid Price = 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, June 2022. 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 equipment shall complete and return the “Request for Substitution Approval” form, along with complete specifications and manufacturer’s descriptive literature, by 4:30pm ***Friday June 3, 2022*** 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:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@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 of 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

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

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 July 1, 2022 – December 31, 2022. Price increase/decrease will be allowed quarterly using the US Department of Labor, Bureau of Labor Statistics Produce Price Index as listed below.

At the end of the initial 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 quarterly 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, June 2022. 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 #2022-069
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 3, 2022 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: Purchase of Ballot Paper
Bid Number: 2022-069

THIS BID IS SUBMITTED TO:

Pamela O Neill, 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: 2022-069

Bid Number: Purchase of Ballot Paper

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

BF5

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 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. 2023-758

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, had a need for ballot paper and had issued a request for bids for said ballot paper, said request having been denominated RFB #2022-069, and having been issued by the Albany County Purchasing Division on May 19, 2022 and published on May 26, 2022 (hereinafter called the "RFB"); and

WHEREAS, the Contractor had submitted a bid on June 8, 2022 to furnish the requested ballot paper during a one-year period (hereinafter called the "Bid"); and

WHEREAS, the County had accepted the Bid of the Contractor to provide the aforesaid services as the lowest responsible bid and entered into an Agreement, said Agreement having been entered into pursuant to Contract No. 2022-388; and

WHEREAS, this is the first one-year renewal for the aforementioned Agreement; 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 January 1, 2023 and continue in effect through December 31, 2023.

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: _____

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

VINCY'S PRINTING, LTD.

DATED: _____

BY: _____
President

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, 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 _____ day of _____, 2023, 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.

Notary Public

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

On the _____ day of _____, 2023, before me, the undersigned, personally appeared _____, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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:

Liability for:

Combined Single Limit:

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 July 1, 2022 – December 31, 2022. Price increase/decrease will be allowed quarterly using the US Department of Labor, Bureau of Labor Statistics Produce Price Index as listed below.

At the end of the initial 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 quarterly 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, June 2022. 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.

A. Lot (One) 80# Weyerhaeuser-Opaque White/or approved equivalent										

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	\$142.00	\$588.00	\$1,105.00	\$6,202.00	\$11,929.00	\$17,232.00	\$20,931.00	\$58,129.00			
8 1/2" x 15	1"	\$382.00	\$891.00	\$2,048.00	\$6,753.00	\$12,810.00	\$18,440.00	\$22,335.00	\$63,659.00			
8 1/2" x 15" -with color bar	1"	\$756.00	\$1,322.00	\$2,585.00	\$7,618.00	\$14,124.00	\$19,595.00	\$24,339.00	\$70,339.00			
8 1/2" x 16"	2"	\$382.00	\$891.00	\$2,048.00	\$6,753.00	\$12,810.00	\$18,440.00	\$22,335.00	\$63,659.00			
8 1/2" x 16" -with color bar	2"	\$756.00	\$1,322.00	\$2,585.00	\$7,618.00	\$14,124.00	\$19,595.00	\$24,339.00	\$70,339.00			
8 1/2" x 18"	1"	\$382.00	\$891.00	\$2,048.00	\$6,753.00	\$12,810.00	\$18,440.00	\$22,335.00	\$63,659.00			
8 1/2" x 18" -with color bar	1"	\$756.00	\$1,322.00	\$2,585.00	\$7,618.00	\$14,124.00	\$19,595.00	\$24,339.00	\$70,339.00			
8 1/2" x 17"	No Stub	\$142.00	\$588.00	\$1,105.00	\$6,202.00	\$11,929.00	\$17,232.00	\$20,931.00	\$58,129.00			
8 1/2" x 19"	2"	\$382.00	\$891.00	\$2,048.00	\$6,753.00	\$12,810.00	\$18,440.00	\$22,335.00	\$63,659.00			
8 1/2" x 19" -with color bar	2"	\$756.00	\$1,322.00	\$2,585.00	\$7,618.00	\$14,124.00	\$19,595.00	\$24,339.00	\$70,339.00			
								Grand Total of Lot Two	\$652,250.00			

Albany County Request for Contract Approval

Contract #	2023-1476
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5010 - Public Works
Date Submitted	Monday, November 27, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Creighton Manning Engineering, LLP 2 Winners Circle, Albany, NY 12205
Estimated Amount	\$7,500.00
Estimated Term	11/27/2023 to 11/27/2024
Scope of Services	Supplemental Agreement with Creighton Manning Engineering, LLP for additional engineering services for CR352 (Fox Creek Rd.) over Fox Creek Bridge Replacement Project
Budget Line Item	DD5010 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date**For Contract Board Use:**

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: November 27, 2023

Re: Contract Request

The Department of Public Works is requesting approval for Supplemental #2 Agreement with Creighton Manning Engineering, LLP for additional engineering services (i.e. Construction Inspection and Administration as per attached Proposal dated 8/29/23) for CR352 (Fox Creek Rd.) over Fox Creek Bridge Replacement Project in an amount not to exceed \$7500.00. Bond HHT65197 (Res. 519 11/12/19) to fund this project.

If there are any questions or further information is needed, please feel free to contact my office.



August 29, 2023

Mr. Bill Anslow
County Engineer
County of Albany
Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

**RE: Supplemental Proposal for CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project,
Contract No. 6493 for 2021, Town of Rensselaerville, Albany County, NY; CM No. 121-195 SWA#1**

Dear Mr. Anslow,

Creighton Manning Engineering, LLP (CM) has prepared this supplemental proposal to our previously approved contract for engineering services on the subject project. This supplemental proposal includes additional tasks as requested by Albany County to provide engineering services to design repairs in response to the Red Prompt Interim Action (PIA) Flag at CR 352 (Fox Creek Road) over Fox Creek (BIN 3301500) and to provide additional construction support services for the construction at CR 352 (Fox Creek Road) over Fox Creek (BIN 3301400). The repairs to BIN 3301500 are necessary to enable the bridge to carry legal highway loads to maintain the primary construction material delivery route for the replacement of BIN 3301400.

Scope of Additional Services:

CR 352 (Fox Creek Road) over Fox Creek (BIN 3301500) Flag Response

- CM will review Red PIA Flag #1B237YW003 issued for severe section loss at the begin and end terminus of G1 and G6.
- CM will provide a temporary flag inactivation memo to close the shoulders and allow traffic to be maintained on the travel lanes of the bridge.
- CM will perform a field inspection to verify, update, and document section loss measurements of the affected structural members.
- CM will provide structural design services for a proposed repair to address the structural deficiencies and remove the Red PIA Flag.
- CM will provide PE stamped engineering drawing and flag inactivation letter to the County.

CR 352 (Fox Creek Road) over Fox Creek (BIN 3301400) Construction Support

- CM will provide additional construction administration and construction support services for the duration of the project.

Technical Assumptions

- One (1) site visit is assumed for the engineering and flag response before repairs. We assume the County will provide photos after repairs are completed.
- Flag response drawings will include the necessary plan view and sections for the County to complete the repair work.

- 2 additional construction site visits are assumed for construction support.
- 2 additional engineering requests are assumed for construction support.

Fee Proposal

All engineering fees which are quoted as part of this proposal will be fixed lump sum, and are to include all expenses including but not limited to; printing costs, photocopying, and travel. The person signing the proposal represents that he or she is authorized to legally bind the Client for payment of all bills incurred. Invoices will be mailed monthly, with payment due upon receipt.

Engineering Services for Flag Response and Construction Support

\$7,500

Thank you for the opportunity to submit this supplemental proposal. If it is acceptable, please sign and return it for our records. Emailed executed proposals are suitable for a notice to proceed and our records. Receipt of the signed proposal will serve as our notice to proceed.

Respectfully submitted,
Creighton Manning Engineering, LLP



Luke Thompson, PE
Project Manager

CONTENTS NOTED AND APPROVED:

CM Supplemental No. 121-195 SWA#1

Name (Please Print)

Signature

Date

Company Name (Please Print)

Telephone

Street

Town/City/Village, State

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND CREIGHTON MANNING ENGINEERING, LLP
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR CR 352 (FOX CREEK ROAD) OVER FOX CREEK
BRIDGE REPLACEMENT PROJECT

CONTRACT NO. 2023-1311
(ORIG. CONTRACT NO. 6493 FOR 2021)

This Amendment to Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County") and Creighton Manning Engineering, LLP, a registered New York limited liability partnership, with its principal place of business located at 2 Winners Circle, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has an agreement with the Consultant for design and construction support services for CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project for the Albany County Department of Public Works (hereinafter, the "DPW"), said agreement having been designated Contract No 6493 for 2021 (hereinafter, the "Agreement"); and

WHEREAS, due to the construction duration of the CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project, the Consultant requires additional time to complete the services under the Agreement, and the DPW concurs that additional time is needed; and

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

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

1. That ARTICLE 5. TERM OF AGREEMENT shall be amended to read, as follows:

The term of this Agreement shall commence on October 1, 2021 and continue in effect through completion of the services by the Consultant. The parties anticipate completion on or before December 31, 2023.

2. That all other articles, terms, conditions and provisions under the Agreement shall remain in full force and effect.

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, 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 17th day of November, 2023, 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.

Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 6th day of November, 2023, before me, the undersigned, personally appeared Edward V. Woods, 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.

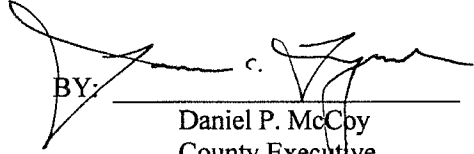
Notary Public

AMANDA E. FRIPP
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR6247865
Qualified in Schenectady County
Commission Expires September 23, 2027

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 11/17/2023

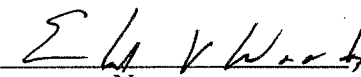
BY: 
Daniel P. McCoy
County Executive

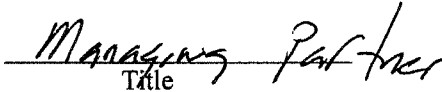
or

Daniel C. Lynch
Deputy County Executive

CREIGHTON MANNING
ENGINEERING, LLP

DATED: 11/6/23

BY: 
Name


Title

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND CREIGHTON MANNING ENGINEERING, LLP
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR CR 352 (FOX CREEK ROAD) OVER FOX CREEK
BRIDGE REPLACEMENT PROJECT

CONTRACT NO. 6493 FOR 2021

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County") and Creighton Manning Engineering, LLP, a registered New York limited liability partnership, with its principal place of business located at 2 Winners Circle, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for proposals for design and construction support services for CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project for the Albany County Department of Public Works (hereinafter, the "DPW"), said request having been denominated as RFP #2021-084, issued on June 4, 2021 and published on June 10, 2021 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on June 21, 2021 (hereinafter, "Addendum 1") and the second on June 23, 2021 (hereinafter, "Addendum #2"); and

WHEREAS, the Consultant has submitted a proposal on July 8, 2021 to provide the aforesaid design and construction support services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid design and construction support services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Addenda, as follows: Addendum #2, Addendum #1; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The project is the CR 352 (Fox Creek Road) over Fox Creek Bridge Replacement Project (hereinafter, the "[p]roject").
- 2.2 The Consultant shall provide complete design and construction administration services for the project as described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 through RFP-6. The Consultant shall comply with all of the provisions contained in the RFP, including, but not limited to, those at Subsection 4.24 (PROPOSAL CONDITIONS AND ASSUMPTIONS), on pages RFP-5 and RFP-6.
- 2.3 In addition to the services described in Paragraph 2.2, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the terms, conditions and assumptions described in the RFP and as amended by the Addenda.
- 2.4 While providing any of the services described above at/on the project site, the Consultant and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Consultant shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.
- 2.5 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, EIGHTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$82,500.00) as full compensation for all services rendered under this Agreement, said dollar amount being equal to the sum of the following:

Total Design/Construction Support Cost:	\$ 75,000.00
10% Contingency on Design Cost:	\$ 7,500.00.

- 3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Commissioner for DPW. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2021 and continue in effect through November 30, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

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

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, 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 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

The Consultant 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 attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

- 16.1 The Consultant 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 30 days prior written approval by the County.
- 16.2 The Consultant 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 Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant 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 Consultant 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 Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant 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 the Consultant 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 section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. Gen. Mun. Law § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 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 25. STORMWATER MANAGEMENT PROGRAM

- 25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.
- 25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

- 26.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), the Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures described in the RFP.
- 26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

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

26.4 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.

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

26.6 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.

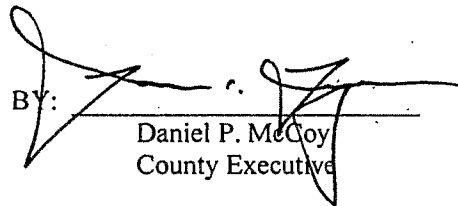
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED:

10/19/2021

BY:



Daniel P. McCoy
County Executive

or

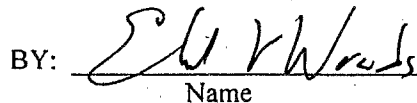
Daniel C. Lynch
Deputy County Executive

CREIGHTON MANNING
ENGINEERING, LLP

DATED:

10/8/21

BY:



Name

Managing Partner
Title

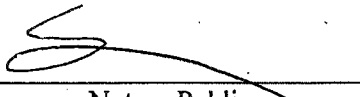
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, 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 19th day of October, 2021, 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.

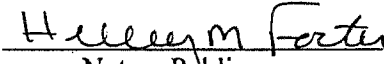


Notary Public
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 8th day of October, 2021, before me, the undersigned, personally appeared Edward V. Woods, 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.

HILLARY M. FOSTER
Notary Public, State of New York
No. 01FO6245668
Qualified in Albany County
Commission Expires August 1, 2023



Notary Public

**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 or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
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 therefrom, 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 the 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 of comprehensive all-risk insurance including coverage for demolition of structures 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.

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

Albany County Request for Contract Approval

Contract #	2023-1512
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	BID
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Monday, December 04, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Traffic Markings Inc. 4 Master Drive, Franklin, MA 02038
Estimated Amount	\$47,750.00
Estimated Term	12/4/2023 to 6/4/2024
Scope of Services	Purchase of a Used Crew Cab Flatbed Truck for the purpose of following the Road Striping Paint Truck.
Budget Line Item	DD5110 - 22080 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: December 4, 2023

Re: Authorization to Purchase Used Crew Cab Flatbed Truck

The Department of Public Works is requesting authorization for the purchase of one (1) Used Crew Cab Flatbed Truck from Traffic Markings, Inc., the lone bidder on RFB #2023-155.

The Flatbed truck will be used to support the Road Striping Truck. The cost will not exceed \$47,750.00 and will be paid out of Specialty Equipment D5110.22080.

If there are any questions or further information is needed, please feel free to contact my office.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 4, 2023

RE: RFB#2023-155 Purchase of Used Crew Cab Flatbed Truck

I am in receipt of your recommendation to award the aforementioned to Traffic Markings, Inc. in the amount of \$47,750.00.

As Traffic Markings, Inc. is the lowest responsible and responsive 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.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: December 4, 2023

RE: RFB #2023-155
Purchase of Used Crew Cab Flatbed Truck

After review of the one (1) bid received for RFB #2023-155 Purchase of a Used Crew Cab Flatbed Truck, I would like to recommend Traffic Markings, Inc. for the award of this bid in the amount not to exceed \$47,750.00

If you have any questions, please feel free to contact my office.

LMR:rmt

RFB#2023-155
Purchase of Used Crew Cab Flatbed Truck
December 1, 2023
Traffice Markings Inc.
\$47,750.00
2012 Ford F-650 Crew Cab, Mileage 193,865

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Crew Cab Flatbed Truck
Bid Number: 2023-155

THIS BID IS SUBMITTED TO:

Pamela O Neill, 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

NONE

(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.

BF1

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:
- TRAFFIC MARKINGS, INC.
- 4 MASTER DRIVE
- FRANKLIN, MA 02038
- Phone: 774-244-6402 Fax: N/A
- E-mail: TIM@USEDSTRIPING.COM
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Crew Cab Flatbed Truck

Bid Number: 2023-155

ITEM DESCRIPTION	PRICE EACH
Purchase of (1) Used Crew Cab Flatbed Truck 2012 Ford/or equal	\$ <u>47,750.00</u>

DESCRIPTION OF TRUCK BEING BID (YEAR/MAKE/MODEL/MILEAGE)

2012 FORD F-650 Crew CAB Mileage - 193,865

COMPANY: TRAFFIC MARKINGS, INC.

ADDRESS: 4 MASTER DRIVE

CITY, STATE, ZIP: FRANKLIN, MA 02038

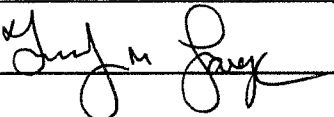
TEL. NO.: 774-244-6402

FAX NO.: N/A

FEDERAL TAX ID NO.: 04 268 7728

REPRESENTATIVE: TIM LANGEVIN

E-MAIL: TIM@USEDSTRIPING.COM

SIGNATURE AND TITLE  GEN. MANAGER

DATE 11-29-23

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.

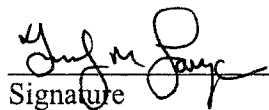
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Gen. Manager

Title

TRAFFIC MARKINGS, INC.

Company Name

11-29-23

Date

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 MA)
COUNTY OF NORFOLK) SS.:

On this 29th day of November, 20023 before me personally appeared TIMOTHY M. LANGEVIN to me known, who, being by me sworn, did say that he resides at (give address) 122 BRANDYWINE RD. FRANKLIN, MA 02038; that he is the (give title) CORP. SECRETARY of the (name of corporation) TRAFFIC MARKINGS, INC., 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.

Roseanne Keene
Notary Public, State of MA

Qualified _____

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 TRAFFIC MARKINGS, INC.		3. IDENTIFICATION NUMBERS a) FEIN # 042687728 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) USEDSTRIPINGEQUIPMENT.COM	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 4 MASTER DRIVE FRANKLIN, MA 02038		7. TELEPHONE NUMBER 774-244-6402	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Tim Langevin Title CORP. SECRETARY Telephone Number 774-244-6402 Fax Number N/A e-mail TIM@USEDSTRIPING.COM			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME LEONARD E LANGEVIN	TITLE PRESIDENT	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:		☐ Yes ☒ No	
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 individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

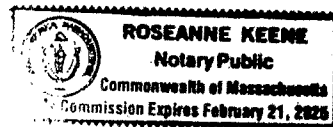
16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED 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 : HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES : WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ 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: ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

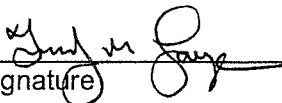
1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual,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

FEIN # 042687728



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

Corp. SECRETARY
Title

11-29-23
Date

TRAFFIC MARKINGS, INC.
Company Name

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



RFB #2023-155

PURCHASE OF USED CREW CAB FLATBED TRUCK

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, 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: PURCHASE OF USED CREW CAB RFB NUMBER: 2023-155
FLATBED TRUCK

Receipt Confirmation Form

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

Pamela O Neill
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: TRAFFIC MARKINGS, INC.

Address: 4 MASTER DRIVE

City: FRANKLIN State: MA Zip Code: 02038

Contact Person: TIM LANGEVIN

Title: GENERAL MANAGER

Phone Number: 774-244-6407 Fax Number: N/A E-Mail: TIM@USEDSTRIPING.COM

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 #2023-155

Purchase of Used Crew Cab Flatbed Truck

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 #2023-155**

Sealed Bids for Purchase of Used Crew Cab Faltbed Truck as requested by Albany County Department of Public Works 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 Friday December 1, 2023

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 **November 23, 2023**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
November 16, 2023

PUBLISH ONE DAY – NOVEMBER 23, 2023 -- THE EVANGELIST
PUBLISH ONE DAY – NOVEMBER 23, 2023 -- 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: **Purchase of a Used Flatbed Truck**
- 1.2 Requesting Department: **Albany County Department of Public Works**
- 1.3 Bid Number: **2023-155**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Purchase of a Used Flatbed Truck** as requested by **Albany County Department of Public Works**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

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 Friday December 1, 2023**, at the following address:

Pamela O Neill
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

- 5.1 This is a one time purchase

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.

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:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@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 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 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) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional 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 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, 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.

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

Purchase of Used Crew Cab Flatbed Truck
Albany County Department of Public Works
RFB-2023-155

Detailed minimum specifications

YEAR – 2012 or newer

MAKE/MODEL - Ford

MILEAGE – 194,000

TRUCK INFORMATION

Mileage 194,000

GVW 26,000lbs

Engine-Triton V-10 Gasoline

Wanco 3' x 6' LED Arrowboard

65 Gallon Gasoline Tank

LED Strobe Light Package

(2) Man Pockets-Center of truck for cone placement

(4) Bed Mounted Tool Boxes (2) 4' Boxes (2) 3'Boxes

16' Steel Flatbed

Delivery shall be 2-3 weeks A.R.O

Albany County Request for Contract Approval

Contract #	2023-1516
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Tuesday, December 05, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Greenman Pedersen, Inc 80 Wolf Rd. Suite 300, Albany, NY 12205
Estimated Amount	\$71,900.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	Extension of Contract with Greenman Pedersen, Inc for the Construction Inspection Services for Krumkill Rd. Bridge over the Normanskill (BIN 3301270) Rehabilitation Project (2023-1029)
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

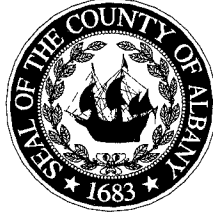
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: December 5, 2023

Re: Contract Extension Request

The Department of Public Works is requesting an extension of a contract (2023-1029) with Greenman Pedersen, Inc. (GPI) for the Construction Inspection Services for the Krumkill Rd. Bridge over the Normanskill Rehabilitation Project.

The Contract (2023-1029) the above project is through 12/31/23. We have been informed by Greenman Pedersen, Inc, that the construction of the project is not scheduled to begin until the spring of 2024 and go through the 2024 construction season.

We are hereby requesting an extension of 2023-1029 to 12/31/24.

If there are any questions or further information is needed, please feel free to contact my office.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND GREENMAN-PEDERSEN, INC.
FOR CONSTRUCTION INSPECTION SERVICES FOR KRUMKILL RD
OVER THE NORMANSKILL BRIDGE REPLACEMENT PROJECT
FOR THE ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 2023-1029

This Agreement is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany, NY 12207 (hereinafter, the "County" or the "Owner"), and Greenman-Pedersen, Inc., a registered New York corporation, with a principal place of business located at 80 Wolf Road, Suite #300, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has a need for construction inspection services for the Krumkill Road over the Normanskill Bridge Replacement Project administered by the Albany County Department of Public Works (hereinafter, "DPW"); and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for proposals for the aforesaid construction inspection services, said request having been denominated RFP #2023-036, issued on March 16, 2023, and published on March 23, 2023 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued an addendum to the RFP on March 28, 2023 (hereinafter, the "Addendum"); and

WHEREAS, the Consultant has submitted a proposal on April 7, 2023, providing for the aforesaid construction inspection services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid construction inspection services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The project is the Krumkill Road over the Normanskill Bridge Replacement Project (hereinafter, the "[P]roject"). The Consultant shall provide complete construction inspection services for the Project as described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 and RFP4, consistent with the Addendum. The Consultant shall comply with all of the provisions contained in the RFP, including, but not limited to, those at Subsection 4.3 (PROPOSAL CONDITIONS AND ASSUMPTIONS), on page RFP4.

2.2 In addition to the services described in Paragraph 2.2, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the terms, conditions and assumptions described in the RFP and the Addendum.

2.3 While providing the services described in Paragraphs 2.1 through 2.3, the Consultant and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, SEVENTY ONE THOUSAND, NINE HUNDRED AND 00/100 DOLLARS (\$71,900.00) as full compensation for all services rendered under this Agreement, said dollar amount being equal to the sum of the following amounts:

Inspection (12 weeks):	\$ 66,900.00
Construction Materials Testing:	\$ 5,000.00.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead, costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Commissioner for DPW.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on June 1, 2023 and continue in effect through December 31, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

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

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, 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 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

The Consultant 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 attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

16.1 The Consultant 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 30 days prior written approval by the County.

16.2 The Consultant 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 Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant 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 Consultant 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 Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant 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 the Consultant 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 section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 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 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Consultant further understands that under the N.E.W YORK STATE ENVIRONMENTAL CONSERVATION LAW, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant

also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.

25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. GREEN INFRASTRUCTURE POLICY

The Consultant acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003 (hereinafter, the "Policy"). The Consultant agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Policy.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures contained/described in the RFP.

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

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

27.4 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.

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

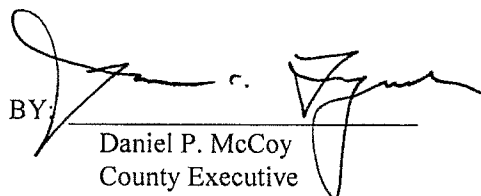
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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 10/18/2023

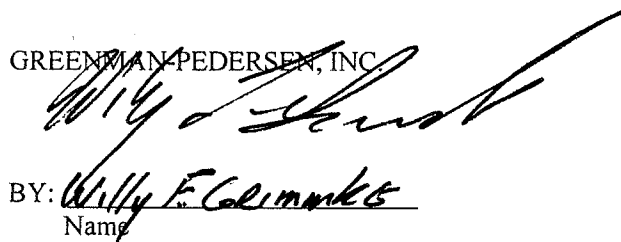
BY: 
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

GREENMAN PEDERSEN, INC.

DATED: 9/21/23


BY: Willy F. Germonke
Name

Assistant VICE-PRESIDENT
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, 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 14th day of October, 2023, 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.

Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 21 day of September, 2023, before me, the undersigned, personally appeared Willy Grunke, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

KIMBERLY K. DEMPSEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6303449
Qualified in Saratoga County
Commission Expires May 12, 2026

Notary Public

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 or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
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 therefrom, 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 the 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 of comprehensive all-risk insurance including coverage for demolition of structures 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.
4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt 3333 New Hyde Park Road Suite 409 New Hyde Park NY 11042		CONTACT NAME: Jeffrey Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-706-2973 E-MAIL ADDRESS: Jkozarsky@genattgrp.com		
INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702 GREEPED-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Starr Indemnity & Liability Co		38318
		INSURER B : Everest National Insurance Com		10120
		INSURER C : XL Specialty Insurance Company		37885
		INSURER D : Berkley Insurance Company		32603
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1634768269

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		1000025533221	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 S
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1000198539221	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 25,000		XC5CU00324-221	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 S
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	1000002543 1000002541	12/31/2022 12/31/2022	12/31/2023 12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Property Professional Liability		UM00082200MA22A AEC-905031302	12/31/2022 12/31/2021	12/31/2023 12/31/2023	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WY FOREGOING PER POLICY FORM

Re: Krumkill Road over the Normanskill Bridge Project

CERTIFICATE HOLDER**CANCELLATION**

County of Albany
Albany County Office Building
112 State Street - Room 1000
Albany, NY 12207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Tirino, Rosa

Subject: FW: Krumkill Road Over the Normanskill - Project Schedule

From: Willy Grimmke <wgrimmke@gpinet.com>
Sent: Friday, October 6, 2023 1:39 PM
To: Meredith, Brent <Brent.Meredith@albanycountyny.gov>
Subject: Krumkill Road Over the Normanskill - Project Schedule

Brent:

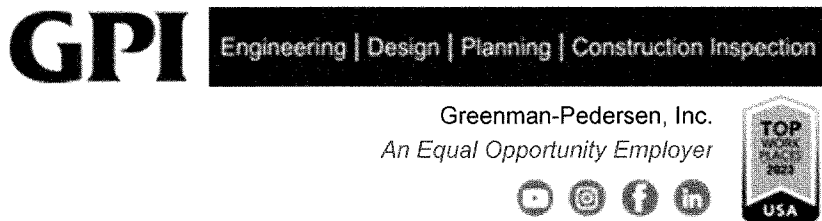
The contract for construction inspection of the above project is through the end of 2023. The construction of the project is not scheduled to begin until the spring of 2024 and go through the 2024 construction season.

We are hereby requesting and amendment to the contract to extend the completion date of the contract to 12/31/24.

Thank you

Willy

Willy Grimmke, M.S., P.E.
Assistant Vice President / Construction Services
(He/Him/His)
80 Wolf Road, Suite 600, Albany, NY 12205
d 518.898.9518 | c 518.879.5157
wgrimmke@gpinet.com | www.gpinet.com



Per Title VI of the Civil Rights Act of 1964 and other Nondiscrimination statutes, Greenman-Pedersen, Inc. and its related companies will not discriminate on the grounds of race, color or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Greenman-Pedersen, Inc. and its related companies will ensure that minorities will be afforded full opportunity to submit proposals and will not be discriminated against in consideration for an award.

This communication and any attachments are intended only for the use of the individual or entity named as the addressee. It may contain information which is privileged and/or confidential under applicable law. If you are not the intended recipient or such recipient's employee or agent, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited and to notify the sender immediately.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: *Greenman Pedersen, Inc.*
Att: *Willy Grimmke*

From: *Brent Meredith*

Date: *September 19, 2023*

RE: *Agreement Extension with Albany County
for Construction Inspection Services for
Krumkill Rd. Bridge over the Normanskill (BIN 3301270)
Rehabilitation Project.*

Attached please find an Original Contract for the above referenced project.

*Considering that construction is scheduled to commence in the Spring of 2024,
we believe it is essential to extend the contract beyond its current expiration date
of 12/31/23.*

*The extension will require new Certificate of Liability forms dated beyond
12/31/23.*

*If you have any questions or further information is needed, please let me
know.*

Albany County Request for Contract Approval

Contract #	2023-1491
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	None
Department	NH6020 - Residential Health Care Facility
Date Submitted	Wednesday, November 29, 2023
Contact Person	Thelen, Shawn
Contact Phone	1 (518) 447-7108
Vendor Info	Capital District Transportation Authority (CDTA) 110 Watervliet Avenue, Albany, New York 12206
Estimated Amount	\$45,000.00
Estimated Term	1/1/2024 to 12/31/2026
Scope of Services	CDTA will provide universal access to its entire route network for Shaker Place employees. The service options include CDTA's regular fixed route, STAR paratransit, FLEX On Demand, Northway Xpress and Thruway Xpress commuter services. CDTA will also expand the number of stop of the route 117 bus at Shaker Place by 10 per day, Monday through Friday.
Budget Line Item	NH6020 - 44047 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Andrew Joyce
Chairman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 11/29/2023

SUBJECT: Re: Capital District Transportation Authority

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Capital District Transportation Authority (CDTA). This contract will include expanding public transportation services to Shaker Place, allowing better access to the transportation network supplied by CDTA throughout the capital region

CDTA will provide universal access to its entire route network for Shaker Place employees. The service options include CDTA's regular fixed routes, STAR paratransit, FLEX On Demand, Northway Xpress and Thruway Xpress commuter services. CDTA will expand the number of stops to Shaker Place by the route 117 bus to ten (10) stops per day from zero (0) on a Monday through Friday basis. Currently Shaker Place staff receive cards at a cost of \$9.00 per month for the employee, the agreement would eliminate the cost for those employees. Also, this would allow for the advertising of free public transportation to and from work to aid in staff recruitment.

This contract will be for a thirty-six (36) month period commencing on January 1, 2024 and conclude on September 30, 2026 at an annual cost of \$15,000.00 per year. The total cost for the three (3) year period will be a not to exceed amount of \$45,000.00.



November 17, 2023

Mr. Mark Olsen, Executive Director
Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211

Dear Mr. Olsen:

This letter will serve as an agreement between the Capital District Transportation Authority ("CDTA") and Shaker Place Rehabilitation and Nursing Center ("Shaker Place") for Universal Access to CDTA's route network for all Shaker Place employees. The term of the agreement will be a three year pilot, spanning the calendar years of January 1, 2024 through December 31, 2026. Please sign two copies of this agreement and return one to us. We will provide a fully executed copy for your file. Sarah Seymour will be your contact and can be reached at sarahs@cdta.org and (518) 437-6852. You can also reach Jonathan Scherzer at (518) 437-6165 or via email at jonathans@cdta.org.

Universal Access:

CDTA will provide universal access to its entire route network for Shaker Place employees. The service options include CDTA's regular fixed route, STAR paratransit, *FLEX* On Demand, Northway Xpress and Thruway Xpress commuter services, as well as CDPHP *Cycle!*. Access to CDTA buses will be gained by tapping a valid *Navigator* identification card into the bus farebox and access to CDPHP *Cycle!* bike sharing services will be through a shared digital code in the CDPHP *Cycle!* app (which will be provided prior to the opening of the 2024 riding season). CDTA will also provide publicly available service to the Shaker Place facility on weekdays.

Reports:

The farebox will count every trip taken by an approved employee and CDTA will provide quarterly ridership reports with totals by route.

Billing and Payments:

Costs will be capped at \$45,000 for three years (\$15,000 per year) and billing will be on an annual basis. CDTA agrees that payments will be made consistent with all applicable federal, state, and local laws.

Cancellation:

Either party may cancel this agreement with 90 days written notice via certified mail to the other party. In the event that Shaker Place terminates this agreement, payment shall be made through the end of the 90-day notice period.

Signatures:

Carm Basile
Chief Executive Officer
CDTA

Date

Daniel P. McCoy
County Executive
or

Date

Daniel C. Lynch, Esq.
Deputy County Executive

ROUTE #117 - NORTHBOUND TRIPS - MONDAY TO FRIDAY

Crossgates Mall Station	Albany Nano Station	Colonie Station	Wolf Rd & Colonie Ctr	Wolf Rd & Wolf Plaza	Albany Airport	Shaker Place	Albany County Jail
600a	610a	617a	619a	622a	629a	634a	640a
730a	740a	747a	749a	752a	759a	804a	810a
900a	910a	917a	919a	922a	929a	.....	933a
1030a	1040a	1047a	1049a	1052a	1059a	.....	1103a
1200p	1210p	1217p	1219p	1222p	1229p	.....	1233p
130p	140p	147p	149p	152p	159p	204p	210p
300p	311p	318p	320p	323p	330p	335p	341p
430p	441p	448p	450p	453p	500p	.....	504p
600p	610p	617p	619p	622p	629p	.....	633p
730p	740p	747p	749p	752p	759p	.....	803p
900p	910p	917p	919p	922p	929p	934p	940p

ROUTE #117 - SOUTHBOUND TRIPS - MONDAY TO FRIDAY

Albany County Jail	Shaker Place	Albany Airport	Wolf Rd & Speedway	32 Wolf Rd	Colonie Station	Albany Nano Station	Crossgates Mall Station
645a	648a	652a	659a	702a	704a	712a	719a
815a	818a	822a	829a	832a	834a	842a	849a
950a	.....	954a	1001a	1004a	1006a	1014a	1021a
1120a	.....	1124a	1131a	1134a	1136a	1144a	1151a
1250p	.....	1254p	101p	104p	106p	114p	121p
215p	218p	222p	229p	232p	234p	242p	249p
345p	348p	352p	359p	402p	404p	412p	419p
520p	.....	524p	531p	534p	536p	544p	551p
650p	.....	654p	701p	704p	706p	714p	721p
820p	.....	824p	831p	834p	836p	844p	851p
945p	948p	952p	959p	1002p	1004p	1012p	1019p

Albany Shaker Road to Crossgates

8 6 5 4 3 2 1

Albany County Jail	Albany Airport	Wolf Rd & Speedway	32 Wolf Rd	Colonie Station	SUNY Polytechnic	Crossgates Mid Mall
--------------------	----------------	--------------------	------------	-----------------	------------------	---------------------

MONDAY - FRIDAY

649a	653a	700a	703a	705a	713a	720a
819a	823a	830a	833a	835a	843a	850a
949a	953a	1000a	1003a	1005a	1013a	1020a
1119a	1123a	1130a	1133a	1135a	1143a	1150a
1249p	1253p	100p	103p	105p	113p	120p
219p	223p	230p	233p	235p	243p	250p
349p	353p	400p	403p	405p	413p	420p
519p	523p	530p	533p	535p	543p	550p
649p	653p	700p	703p	705p	713p	720p
819p	823p	830p	833p	835p	843p	850p
.....	953p	1000p	1003p	1005p	1013p	1020p

Crossgates to Albany Shaker Road

1 2 3 4 5 6 8

Crossgates Mid Mall	SUNY Polytechnic	Colonie Station	Wolf Rd & Colonie Center	Wolf Rd & Wolf Plaza	Albany Airport	Albany County Jail
---------------------	------------------	-----------------	--------------------------	----------------------	----------------	--------------------

MONDAY - FRIDAY

610a	620a	627a	629a	632a	639a	643a
740a	750a	757a	759a	802a	809a	813a
910a	920a	927a	929a	932a	939a	943a
1040a	1050a	1057a	1059a	1102a	1109a	1113a
1210p	1220p	1227p	1229p	1232p	1239p	1243p
140p	150p	157p	159p	202p	209p	213p
310p	321p	328p	330p	333p	340p	344p
440p	451p	458p	500p	503p	510p	514p
610p	620p	627p	629p	632p	639p	643p
740p	750p	757p	759p	802p	809p	813p
910p	920p	927p	929p	932p	939p	.....

FARE INFORMATION

Fares (US coins and \$1, \$5 - dollar bills are accepted; fareboxes do not make change)

Cash Fares:

Base Fare.....	\$1.50
Base Half Fare	\$0.75
BusPlus Fare.....	\$2.00
BusPlus Half Fare.....	\$1.00

Navigator Smart Card and Mobile App Fares:

Pay As You Go Fare - \$1.30 for each of the first three rides, while the fourth and up are free for the rest of the day.

Pay As You Go Half Fare - \$0.65 for each of the first three rides, while the fourth and up are free for the rest of the day.

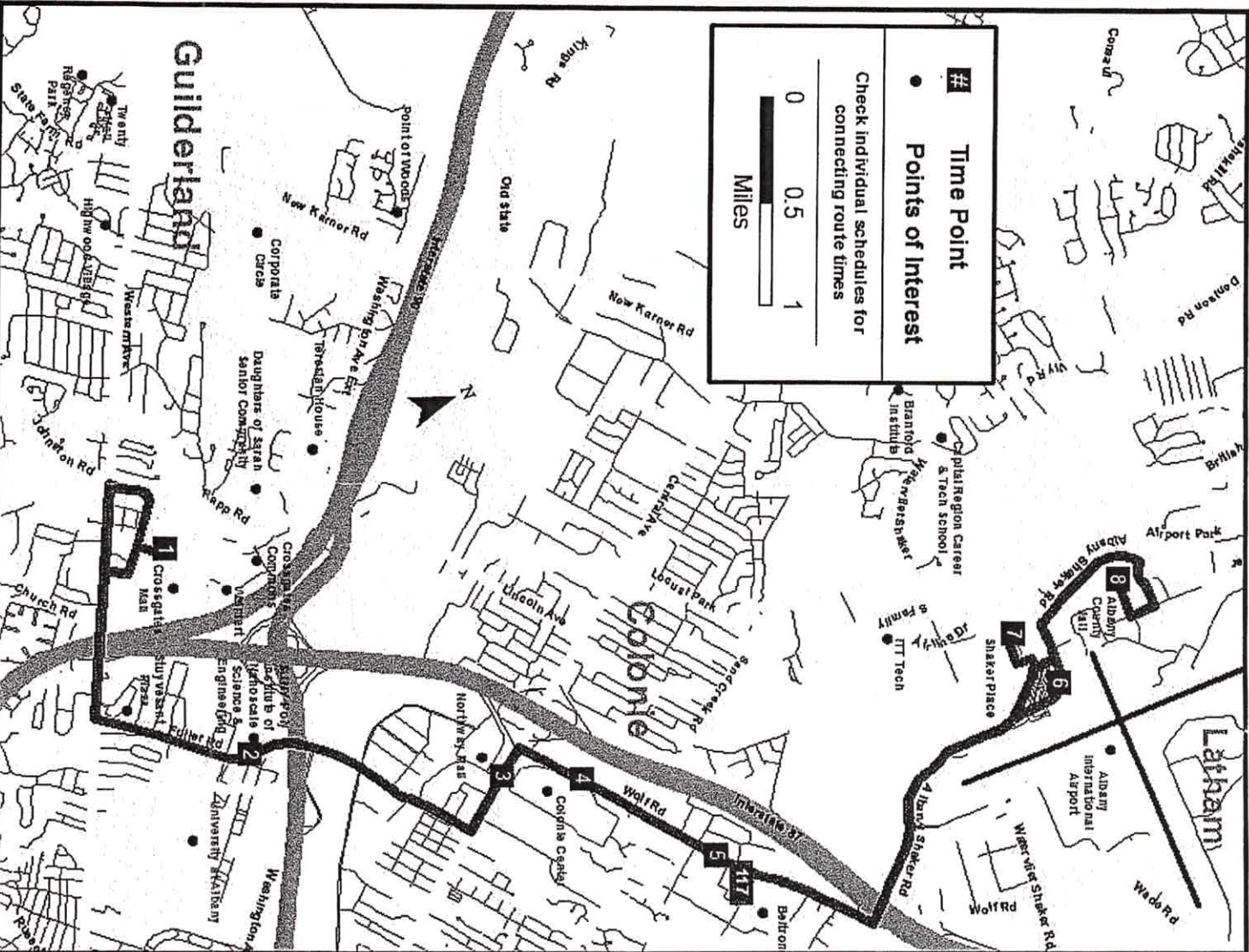
Frequent Rider - \$65 for unlimited rides for 31 consecutive days from the first day of use.

Frequent Rider Half Fare - \$32.50 for unlimited rides for 31 consecutive days from the first day of use.

Citizens age 65 and over, disabled individuals, Medicare card holder, and veterans are entitled to ride for half fare on CDTA's fixed route service. A valid Half Fare Navigator card is required when paying half fare on the bus.

Children 46" and under ride free when accompanied by a fare paying adult.

CDTA's policy is to be fully compliant with Title VI of the 1964 Civil Right Act, which states that no one shall be excluded from participation in, denied the benefits of or discriminated against due to race, color, or national origin. Members of public may request information on this policy or file a Title VI complaint thru CDTA's website @ www.cdfa.org or by calling (518) 482-8822.



EFFECTIVE JANUARY 30, 2022

117

iride

Colonie
Crosstown
between Crossgates Mall, Colonie
Center and Albany International
Airport

Schedule

www.cdta.org

518-482-8822



Albany County Request for Contract Approval

Contract #	2023-1477
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	None
Department	A1170 - Public Defender
Date Submitted	Monday, November 27, 2023
Contact Person	Bulatao, Keith
Contact Phone	1 (518) 447-7771
Vendor Info	New York State Defenders Association 194 Washington Ave., Suite 500, Albany, NY 12210
Estimated Amount	\$48,360.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	Access to and software maintenance, new software releases, and training for the Public Defender's client management system (PDCMS).
Budget Line Item	AA1170 - 44120 - - -
Fiscal Impact	County: 26.00% State: 74.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

November 27, 2023

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

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

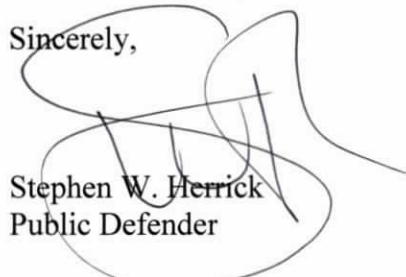
Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Public Defender's Office, I am requesting authorization of a one-year extension to the Public Defender's PDCMS contract with New York State Defenders Association. PDCMS is the Office's client management software that stores and manages client data.

The contract amendment will extend the term of the contract through December 31, 2024.

Please feel free to contact me with any questions.

Sincerely,


Stephen W. Herrick
Public Defender

**EXTENSION
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM
“SAAS CONVERSION AMENDMENT”
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AGREEMENT, made this _____ day of _____, 2023 by and between the COUNTY OF ALBANY, having offices located at 112 State Street, Albany, New York 12207, hereinafter referred to as "COUNTY" and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314, hereinafter referred to as "NYSDA,"

W I T N E S S E T H:

WHEREAS, the COUNTY and NYSDA entered into an Amendment to convert to a SaaS subscription (“SaaS conversion amendment”) dated April 11, 2022, wherein NYSDA agreed to provide services to host the PDCMS (Public Defense Case Management System) in the cloud, provide cloud storage for Discovery and provide support and maintenance for these services for the Albany County Public Defender Office; and

WHEREAS, the COUNTY and NYSDA desire to extend these services for one year (covering 01/01/2024 – 12/31/2024);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Section 6 of the “SaaS conversion amendment”, stating: “This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement by the parties.” shall be deleted and replaced with the following:

“This Agreement shall terminate on December 31, 2024 unless otherwise extended by written agreement by the parties.”

2. Exhibit 1, referenced in Sections 3a and 7 of the “SaaS conversion amendment” is replaced with the attached January 2024 PDCMS Fee Structure.
3. Exhibit 2 (the “Order”) referenced in Section 3b of the “SaaS conversion amendment” is replaced with the attached Order for the new Subscription Term (01/01/2024 – 12/31/2024).
4. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this

Amendment by signing such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures.

5. All other terms and conditions of the "SaaS conversion amendment" shall remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto executed this Extension as of the date set forth above.

COUNTY OF ALBANY

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

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Susan C. Bryant, Esq.
Executive Director

Exhibit 1.

**New York State Defenders Association
2024 PDCMS Fee Structure**

NYSDA PDCMS CLOUD HOSTING SAAS FEES	MONTHLY FEES
Access to “legacy” PDCMS (current) in the cloud	\$ 35/Authorized User/Month
Access to PDCMSCloud (new generation software)	\$ 20/Authorized User/Month
Discovery files stored in cloud and integrated with PDCMSCloud, which allows viewing of these files from anywhere with an internet connection by computer or phone	\$ 50/TB/Month
ONE-TIME INTEGRATION/SET UP FEE	ONE-TIME FEE
One-time fee to set up cloud environment for the site, migrate & integrate PDCMS database, etc.	\$ 5,000 (Not applicable)
One-time fee to migrate site’s existing Discovery files and integrate with PDCMSCloud (including normalizing folder structure, cleaning long names, etc.)	\$ 5,000+ (Not applicable)
SUPPORT	ANNUAL FEE
PDCMS Maintenance and Software Support Agreement - This annual fee is based on the total number of PDCMS authorized users and includes software maintenance, bug fixes, new software releases, telephone support and remote support.	\$ 500/Authorized User/Year
TRAINING	
PDCMS training (remote)	\$ 750 per day
PDCMS On-Site Training – If on-site training is requested, site will also be charged travel expenses.	\$ 1,500 per day
CUSTOMIZED PROGRAMMING	
Special Features/Custom Requests - If site requires customized features or reports, they can be provided at an additional fee.	\$ 150.00/hr



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. · Suite 500 · Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 01/01/2024 – 12/31/2024.

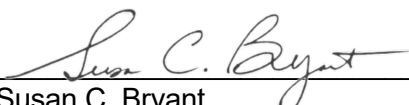
Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 20 authorized users	\$35/user/month (\$35 x 20 users = \$ 700 (\$700 x 12 months = \$ 8,400)	\$ 8,400.00
Monthly fee – access to PDCMSCloud – 54 named users	\$20/user/month (\$20 x 54 users = \$1,080/mos) (\$1,080 x 12 months = \$ 12,960)	\$ 12,960.00
Annual support (54 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/user/year 54 x \$500 = \$27,000	\$ 27,000.00
Total		\$ 48,360.00

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Name:
Title:

By: 
Name: Susan C. Bryant
Title: Executive Director

**AMENDMENT
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM™
AGREEMENTS
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AMENDMENT, made this 11th day of April, 2022 by and between County of Albany, having offices located at 112 State Street, Albany, New York 12207 ("OFFICE"), and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314 ("NYSDA)."

WITNESSETH:

WHEREAS, OFFICE and NYSDA are parties to a Professional Services Agreement, (the "Agreement"), and a Maintenance and Software Support Agreement, ("Attachment A"), (Contract #05-1170-0001) which is extended and/or amended each year, giving OFFICE the rights, among other things, to run and use NYSDA's legacy *Public Defense Case Management System*™ computer program ("Legacy PDCMS"), and to receive NYSDA's software support and maintenance services in connection with its use of the Legacy PDCMS;

WHEREAS, OFFICE desires to have its Legacy PDCMS database moved from its local server (on-premises) to the cloud to be hosted by NYSDA and to retain its access to the functionality available in the Legacy PDCMS while hosted in the cloud; and

WHEREAS, NYSDA is in the process of converting the Legacy PDCMS to an online software-as-a-service ("SaaS") application ("PDCMSCloud", and collectively with Legacy PDCMS, "PDCMS") and will give OFFICE access to PDCMSCloud through a SaaS subscription;

WHEREAS, OFFICE desires to subscribe to Legacy PDCMS and PDCMSCloud and to receive NYSDA's support and maintenance services for one additional year (the "Subscription Term").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. OFFICE understands and agrees that, following the move of its Legacy PDCMS database to the cloud, OFFICE's license rights to use the Legacy PDCMS locally (pursuant to

Section 37 of the "Agreement") shall terminate, and NYSDA shall no longer provide any support or maintenance services to any locally-hosted (on-premises) version of the Legacy PDCMS program.

2. Section 31 (Year 2000 Compliance) of the "Agreement" is no longer applicable, is deleted in its entirety, and hereby replaced with the following:

"(OFFICE'S ACCESS AND DATA)"

a. NYSDA shall provide OFFICE with commercially reasonable access to PDCMS, subject to reasonable downtime for scheduled or unscheduled maintenance. NYSDA will provide OFFICE with prior notice within a reasonable time before scheduled downtime. NYSDA will routinely backup all electronic data and information submitted by OFFICE to PDCMS in connection with its use of the PDCMS in accordance with this Agreement, including, without limitation, all OFFICE discovery materials, and the documents and data described in Sections 33 – 35 of this "Agreement" (individually and collectively, "OFFICE Content"). NYSDA shall use industry-standard security measures to maintain OFFICE Content in confidence and to maintain OFFICE's login information and will provide a secure method of authenticating and accessing the PDCMS by utilizing code that follows password management best practices.

b. PDCMS and all OFFICE Content, shall be hosted on a Federal Risk and Authorization Management Program (FedRAMP) cloud server employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. NYSDA shall ensure the hosting services shall be performed in the United States of America, and no portion of the hosting services shall be performed outside of the US.

c. OFFICE hereby grants to NYSDA, its contractors, agents and licensees, and the contractors, agents and licensees of the foregoing, the non-exclusive right and license to access, copy, store, configure, display and transmit OFFICE Content as NYSDA deems necessary to provide the PDCMS services to OFFICE under this Agreement. OFFICE Content is the Confidential Information of OFFICE, subject to the limitations of Sections 55 and 56 of this "Agreement".

3. A new Section 37-A is hereby added to the "Agreement", as follows:

"(SOFTWARE-AS-A-SERVICE)"

- a. For the term of the Maintenance Agreement, NYSDA hereby grants to OFFICE a subscription ("**Subscription**") to the PDCMS service for "**Authorized Users**" in accordance with the Order. Cloud server fees and NYSDA's Legacy PDCMS hosting fees are outlined in the Fee Structure attached to this Agreement as Exhibit 1.
- b. The "Order" attached to this Agreement as Exhibit 2 sets forth OFFICE fees for the PDCMS for the Subscription Term. OFFICE shall pay such fees in full prior to the commencement of the Subscription Term and the grant of access to PDCMS to OFFICE's authorized users.
- c. OFFICE shall provide NYSDA with a list of Authorized Users and level of access (role) requested for each Authorized User.
- d. OFFICE acknowledges and agrees that NYSDA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the services.
- e. Once Legacy PDCMS is moved to the cloud, OFFICE should delete current Legacy PDCMS icons from all computers and replace them with PDCMSCloud icons or link to browser address, as PDCMS users will no longer be able to access Legacy PDCMS on their local server (on-premises). Additional log-ins will be made available for PDCMSCloud (SaaS) screens for Authorized Users at this time. Access to the Legacy PDCMS and PDCMSCloud will be limited to Authorized Users. OFFICE is responsible for notifying NYSDA when an Authorized User's log-in should be deactivated.
- f. OFFICE shall not grant access to PDCMS to (i) another person or entity other than OFFICE's named Authorized Users, or (ii) provide case management service to a third party. OFFICE shall notify NYSDA promptly upon becoming aware of any unauthorized access to the PDCMS or related systems.
- g. OFFICE acknowledges that NYSDA and its subcontractors exercise no control over the content of the information transmitted by OFFICE or its Authorized Users through PDCMS. OFFICE shall not unlawfully upload, post, reproduce or distribute any information, software or other material protected by copyright, or

any other intellectual property right using PDCMS.

- h. OFFICE is responsible for accuracy, quality, integrity, legality, reliability and appropriateness of all OFFICE Content. OFFICE shall not use PDCMS to: store or transmit any infringing, libelous, unlawful or tortious material; store or transmit material in violation of third-party privacy rights; to store or transmit Malicious Code; or interfere with or disrupt the integrity or performance of PDCMS or data contained in it. As used in this Agreement, the term "**Malicious Code**" means any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs."
- i. NYSDA shall report to OFFICE, with all relevant details, any event that NYSDA reasonably believes represents unauthorized access to, disclosure of, use of, or damage to OFFICE content (a "**Security Breach**").
- j. In the event of a Security Breach, NYSDA shall (a) cooperate with OFFICE to identify the cause of the breach and to identify any affected OFFICE Content; (b) assist and cooperate with OFFICE in investigating and preventing the recurrence of the Security Breach; and (c) assist and cooperate with OFFICE in any litigation or investigation against third parties that OFFICE undertakes to protect the security and integrity of OFFICE Content.
- k. At all times, NYSDA, and any third party vendors and hosting partners it utilizes to provide these services, shall (a) use industry standard information security practices for transmitting and storing OFFICE Content; (b) employ industry standard practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, encryption, and authentication protocols, vulnerability, and patch management, and (c) ensure its host facilities maintain industry standards for security and privacy. Notwithstanding the foregoing, OFFICE acknowledges that there remains a material risk that Confidential Information and OFFICE Content stored and transmitted electronically through PDCMS may be intercepted by third parties, which risk increases if PDCMS is accessed outside the United States, and agrees to accept that risk and will not hold NYSDA, its officers, employees, contractors, agents or licensees liable for any loss, damage, or injury resulting from the interception of OFFICE Content.
- l. OFFICE shall not assign, sublicense, transfer, pledge, lease, rent or share any of its rights under this Agreement, copy, frame or mirror any content forming part of PDCMS, access or use PDCMS to build a competitive product or service, or to copy, evaluate or

monitor ideas, features, functions or graphics, or to monitor or evaluate the availability, performance or functionality of PDCMS, NYSDA's services, or for any other benchmarking or competitive purposes.

- m. OFFICE shall comply with all applicable laws and governmental rules and regulations in connection with its use of PDCMS.
- 3. References in Section 38 of the "Agreement" (Warranty) to "products" are hereby deemed to include, without limitation, all services provided to OFFICE by NYSDA and all contractors of NYSDA under the "Agreement" and "Attachment A", including the provision and hosting of PDCMS.
- 4. Section 42 of the "Agreement" is hereby amended by adding at the end of such provision the following:

In addition, and not by way of limitation of any other right or remedy available to NYSDA, NYSDA may suspend the PDCMS services and OFFICE's access to PDCMS upon the occurrence of one of the following events:

(a) if OFFICE fails to timely pay any undisputed amounts due to NYSDA in accordance with this Agreement, but only after NYSDA notifies OFFICE of such failure and nonpayment continues for fifteen (15) days after OFFICE's receipt of such notice; or

(b) immediately without prior notice if NYSDA or its hosting contractor reasonably concludes that OFFICE or its Authorized User is causing immediate and ongoing material harm to NYSDA, its contractor or agent, the PDCMS service or any related software or hardware arising out of any OFFICE conduct prohibited by Section 37-A(h). NYSDA shall advise OFFICE of the suspension under clause (b) as soon as practicable under the circumstances, and OFFICE shall cooperate with NYSDA and its contractor to diligently attempt to resolve the issue.

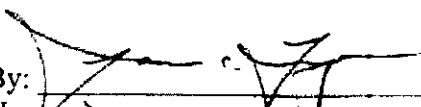
Suspension of the PDCMS services shall not release OFFICE of its payment obligations under this Agreement. NYSDA AND ITS CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY OFFICE OR ANY AUTHORIZED USER AS A RESULT OF NYSDA'S EXERCISE OF ITS SUSPENSION RIGHTS IN ACCORDANCE WITH THIS SECTION.

5. Section 3 of the Maintenance Agreement ("Attachment A" of the "Agreement") is hereby amended as follows:
 - a. by replacing the sentence "The fee will be based upon twenty-five to thirty PDCMS concurrent licenses (distributed between the APDO and AAPDO offices) may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index." with "The annual support fee will be based upon your number of Authorized Users ; and
 - b. by replacing the sentence "This PDCMS Maintenance and Software Support Agreement fee shall be paid by COUNTY within forty-five (45) days of invoice at the beginning of each annual maintenance period." with "This PDCMS Maintenance and Software Support Agreement fee shall be paid by OFFICE upon receipt of the invoice at the beginning of each annual maintenance period."
6. Section 12 of the Maintenance Agreement ("Attachment A" of the "Agreement") is deleted and replaced in its entirety with the following:

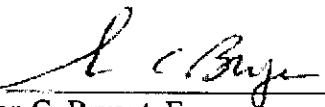
"This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement of the parties."
7. Exhibit 3 to the Maintenance Agreement ("Attachment A" of the "Agreement") – the PDCMS Fee Structure - is deleted in its entirety and is replaced by the attached Exhibit 1 (January 2022 PDCMS Fee Structure).
8. Except as expressly amended hereby and but for such obligations of the parties as shall have been performed, all other terms and conditions of the "Agreement" and "Attachment A" shall remain unchanged and in force.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date set forth above.

COUNTY OF ALBANY (for Albany Public Defender Office)

By: 
Name: Daniel C. Lynch
Title: Deputy County Executive

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: 
Susan C. Bryant, Esq.
Executive Director

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On this 4th day of April, in the year 2022 before me, the subscriber, personally came Daniel L. Ryan, to me known, who being by me duly sworn did depose and say that [s/he] is the Deputy of the COUNTY OF ALBANY, and the person described in and who executed the foregoing instrument in the name of the Albany County Public Defender Office, and [s/he] duly acknowledged to me that [s/he] executed the same as and for the act and deed of said Albany County Public Defender Office.

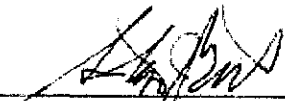


Notary Public; State of New York

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 ALBANY) SS:

On this 17th day of April in the year 2022 before me, the subscriber, personally came **SUSAN C. BRYANT**, to me known, who being by me duly sworn did depose and say that she is the Executive Director of the New York State Defenders Association, Inc. and the person described in and who executed the foregoing instrument in the name of the New York State Defenders Association, Inc., and she duly acknowledged to me that she executed the same as and for the act and deed of said New York State Defenders Association, Inc.



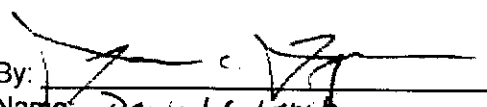
Notary Public; State of New York

STEPHANIE J. BATCHELLER
02BA6094728
My commission expires 06/23/2023

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

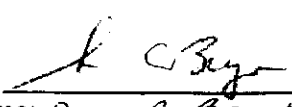
By: 

Name:

Daniel C. Lynch

Title:

Deputy County Executive

By: 

Name:

Susan C. Bryant

Title:

Executive Director



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 03/15/22 – 12/31/22.

03/15/22 – 12/31/22

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 45 authorized users	\$35/user/month (\$35 x 45 users = \$1,575) (\$1,575 x 9.5 mos = \$14,963)	\$ 14,963.00
Cloud server for PDCMS Cloud & Legacy PDCMS	This is the annual fee to maintain & manage the Cloud server for between 41 – 50 named users.	\$ 4,800.00
14 TB storage on cloud server	\$100/TB/month (\$100 x 14 TB = \$1,400/month) (\$1,400 x 9.5 mos = \$13,300)	\$ 13,300.00
One-time fee to transition to the cloud	One-time fee to set up cloud server, set up active directory, migrate current data to the cloud, etc.	\$ 5,000.00
Annual support (45 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/12 = \$42/mos x 9.5 mos = \$399/month per user 20 users* x \$399/month = \$7,980 *NYSDA has already received payment for PDCMS support for 25 licenses (for the PD office) covering the period 12/19/21 – 12/18/22 via Invoice# 101521-1. (Note, there are a total of 30 licenses on Invoice# 101521-1, but 5 of them are for the Albany Alternate Defender office.) The fee for the remaining 20 licenses (starting with this new contract period & prorated for 9.5 months) is outlined in this section (above).	\$ 7,980.00
Total		\$ 46,043.00

Albany County Request for Contract Approval

Contract #	2023-1511
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	Sole Source
Department	A1170 - Public Defender
Date Submitted	Monday, December 04, 2023
Contact Person	Bulatao, Keith
Contact Phone	1 (518) 447-7771
Vendor Info	Gideon'S Promise 101 Marietta Street, NW, Suite 250, Atlanta, GA 30303
Estimated Amount	\$26,000.00
Estimated Term	1/26/2024 to 7/31/2026
Scope of Services	Two Albany County Public Defenders will be provided twenty-four days of training between January 2024 and July 2026 including an orientation from January 26-28, 2024, a two-week initial training from January 13-27, 2024, and four subsequent weekends offered semi-annually.
Budget Line Item	AA1170 - 44039 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

December 4, 2023

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

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

Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Public Defender's Office, I am requesting authorization to enter into a memorandum of understanding with Gideon's Promise for two public defenders to be provided twenty-four days of training between January 2024 and July 2026, including an orientation from January 26 through January 28, 2024, a two-week initial training from July 13 through 27, 2024, and four subsequent weekends offered semi-annually.

In addition to providing valuable training for the two public defenders, the Office's participation in the program contributes to the Office's qualification for Gideon's Promise's Law School Partnership Program, which provides fellows to public defender offices.

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

Sincerely,


Matthew Alpern
Chief Assistant Public Defender

Memorandum of Understanding

Gideon's Promise and Albany County Public Defender's Office

Gideon's Promise will agree to accept Damara Fredette and Rebecca Harp for admission to the Class of 2024. The total cost of the CORE 101 Program is \$22,500, not including travel and transportation. Gideon's Promise agrees to provide each of these two public defenders a scholarship to cover all but \$13,000. The Albany County Public Defender's Office agrees to pay \$13,000 for each of these public defenders towards the cost of tuition. The Albany County Public Defender's Office also agrees to cover the cost of travel and transportation for these two public defenders for all required training sessions.

The public defenders will be provided twenty-four days of training between January 2024 and July 2026 including an orientation from January 26-28, 2024; a two-week initial training from July 13-27, 2024, and four subsequent weekends offered semi-annually thereafter.

The Albany County Public Defender's Office agrees to pay \$13,000 per public defender prior to January 15, 2024. \$2500 for each candidate will be applied to the Orientation that will take place January 26-28, 2024. If either public defender withdraws from a Gideon's Promise training 31 or more days prior to the start of the January training event, there will be a \$500 administrative fee (20% of the \$2500 cost of the Orientation). If a participant withdraws from the January training less than 30 days before the beginning of that event, there will be a \$1250 administrative fee (50% of the \$2500 cost of the Orientation).

If either public defender withdraws from Gideon's Promise after Orientation but 31 or more days prior to the start of the Summer Institute, there will be a \$2400 administrative fee (20% of the \$12,000 cost of the program). If a participant withdraws from the Gideon's Promise training less than 30 days before the beginning of Summer Institute, there will be a \$6000 administrative fee (50% of the \$12,000 cost of the program).

Any scholarship awarded by Gideon's Promise will be used to cover training costs once the portion used by the office has been exhausted.

After applying any applicable administration fees, the remainder of any unused funds submitted to Gideon's Promise, will be applied towards any future Gideon's Promise programming.



12/4/2023

Jonathan Rapping
Founder/CEO
Gideon's Promise

Date

Signature

Date

Agency Authorizing Officer

Title



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Keith Bulatao, Director of Accounts
Public Defenders Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 4, 2023

RE: Sole Source Justification-Gideon's Promise Inc.

I am in receipt of your sole source justification and recommendation Gideon's Promise Inc in the amount of \$26,000.00

As you have provided sufficient documentation to demonstrate the sole source I approve your recommendation.

Please obtain the necessary contract approval of the Albany County Contract Administration Board so that we may issue a Notice of Award.

Albany County Request for Contract Approval

Contract #	2023-1475
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	None
Department	A6140 - Safety NetA6142 - Emergency Aid for Adults
Date Submitted	Monday, November 27, 2023
Contact Person	DeAngelis, Joe
Contact Phone	() -518
Vendor Info	Homeless and Travelers Aid Society 138 Central Avenue, Albany, NY 12206
Estimated Amount	\$60,638.00
Estimated Term	10/1/2023 to 9/30/2024
Scope of Services	The provision of a Homeless/Housing Emergency Services Program that provides after hours, weekends and holiday coverage to serve individuals and families, who present as homeless, by assisting them to access needed emergency shelter during Code Blue days.
Budget Line Item	AA6140 - 44046 AA6142 - 44046 - -
Fiscal Impact	County: 41.50% State: 58.50% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

December 4, 2023

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

Dear Sirs,

The Department of Social Services respectfully requests approval for the following:

Authorization is requested to contract with Homeless and Traveler's Aid Society in communicating to the public and to shelters those nights which are defined as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance directives.

During Code Blue nights shelter must be provided to homeless individuals and families regardless of eligibility for Temporary Assistance; or for those individuals or families, who are eligible for Temporary Assistance, but have been determined by a shelter as someone whom they are unwilling to shelter due to behavioral/non-compliance issues.

HOMELESS AND TRAVELERS AID SOCIETY

Authorization is requested to contract with Homeless and Traveler's Aid Society in communicating to the public and to shelters those nights which are defined as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance directives. During Code Blue nights shelter must be provided to homeless individuals and families regardless of eligibility for Temporary Assistance; or for those individuals or families, who are eligible for Temporary Assistance, but have been determined by a shelter as someone whom they are unwilling to shelter due to behavioral/non-compliance issues.

There are two components of the HATAS Contract:

Code Blue Services and Code Blue Committee Chair

Code Blue services are provided in Albany County by HATAS as required for the protection of individuals living on the street for the prevention of injury and death resulting in cold exposure. Code Blue services operate when the temperature drops below 32 degrees, including National Weather Service calculations for wind chill, by addressing the needs of vulnerable people living on the streets or unstably housed providers. A component of these services include:

- HATAS is responsible for monitoring weather and calling Code Blue declarations for Albany County. Declarations are sent to a comprehensive list of local providers to alert the community of incoming hazardous weather conditions. Providers on the HATAS alert system will include local police departments, emergency response teams, hospitals, mobile crisis, homeless outreach programs, emergency shelters, transportation programs and local news departments.
- HATAS will maintain a current Code Blue program operating manual.
- HATAS will chair the Albany Code Blue Committee and will coordinate monthly provider meetings throughout the duration of Code Blue to coordinate resources and address any gaps in services.

Cost will be \$25,188

HATAS Code Blue Worker On-Site at DSS

HATAS will have a staff person on-site at the DSS Office, Monday through Friday, 8:30 a.m. to 4:30 p.m. to meet with non-Temporary Housing Assistance eligible individuals or those who refuse to apply for Temporary Housing Assistance and who are in need of Code Blue Shelter.

The HATAS employee's responsibilities will include:

- Determining shelter needs for non-THA clients
- Making referrals to temporary shelter for non-THA individuals and families
- HMIS data entry for those served by HATAS staff and are Code Blue related
- Tracking of all Code Blue placements (Safe Haven, Overflow, Warming Center, Hotel/Motel, etc)
- Daily collection and distribution of shelter censuses and after hours placements
- Providing weekly census of code blue placements in hotels/motels

Cost will be \$35,450

Total for both HATAS components will be \$60,638

There is sufficient funding in the 2024 Social Service budget to accommodate this request.

Note to DMB regarding two different funding streams:

County: (71% of \$35,450),

State: (29% of \$35,450), 100% of \$25,188