

Albany County Request for Contract Approval

Contract #	2024-1603
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A3110 - Sheriff
Date Submitted	Wednesday, January 3, 2024
Contact Person	Remmert, Thomas
Contact Phone	() -518
Vendor Info	Audio-Video Corp 213 Broadway, Menands, NY 12204
Estimated Amount	\$80,960.00
Estimated Term	1/8/2024 to 3/31/2024 (Approximately 2 months)
Scope of Services	Install large display screen and video control equipment in the Emergency Operations Center in Clarksville.
Budget Line Item	AA3110 - 2 - 22750
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
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: February 5, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Audio & Video Purchase -1603

Briefly, this request is to enter into an agreement between Albany County Sheriff's Office and Audio-Video Corporation to install video control equipment at the Emergency Operations Center in Clarksville. Funding is provided by the Emergency Management Performance Grants from NYS fiscal years 2023.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwomen
Hon. Bruce A. Hidley, County Clerk



AUDIO-VIDEO CORPORATION

Your Communication Solutions Partner

SINCE 1946

Audio-Video Corporation

FED ID #14-1426006

213 Broadway

Albany, NY 12204

Phone: (518) 449-7213

Fax: (518) 449-1205

Albany County Sheriff

Albany County Courthouse

16 Eagle Street

Albany NY 12207

USA

Original

SALES QUOTATION

22155

11/14/23

1/5

c17866

X-22151TR

28 Keith Rivers

Pending Credit Approval

Greg Chudzinski
Albany County Sheriff
INSTALL SITE
58 Verda Avenue

Voorheesville NY 12186

911 CALL CENTER VIDEO SYSTEM

AVC TIPS CONTRACT 230105

Description	Quantity	Contract Pricing	Price	Total
98" 4K UHD large format presentation display w/VB-WIFI-001 WiFi dongle Item Code: CDE9830-W1 Manufacturer: Viewsonic	2	ATIPS23	7,639.00	15,278.00
90-99 Commercial Digital Display Extended On-Site Repair Warranty for 4th and 5th Year Item Code: CD-EW-90-02 Manufacturer: Viewsonic	2	ATIPS23	686.00	1,372.00
Micro-Adjust Tilt Wall Mount X-Large Item Code: XTM1U Manufacturer: Chief	2	ATIPS23	364.00	728.00
DM NVX® 4K60 4:4:4 HDR Network AV Decoder Item Code: DM-NVX-D30 Manufacturer: Crestron	20	ATIPS23	1,001.00	20,020.00
DM NVX® 4K60 4:4:4 HDR Network AV Encoder Item Code: DM-NVX-E30 Manufacturer: Crestron	10	ATIPS23	1,001.00	10,010.00

FEES FOR SERVICES

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

SALES QUOTATION

22155

11/14/23

2/5

\$

Description	Quantity	Contract Pricing	Price	Total
220-Series 48 port 10/100/1000BASE-T PoE+ Item Code: EXT-16565 Manufacturer: Extreme Networks	1		3,968.00	3,968.00
10.1 in. Tabletop Touch Screen Black Smooth Item Code: TS-1070-B-S Manufacturer: Crestron	3	ATIPS23	2,541.00	7,623.00
4-Series™ Control System CP4N Manufacturer: Crestron	1	ATIPS23	2,156.00	2,156.00
AVSG Miscellaneous Cables Connectors and Hardware - 2 AVSG_MISC_CABLES Manufacturer: AVC	1	ATIPS23	1,680.00	1,680.00
x-22151TR AVSG Custom Programming AVSG_PROGRAMMING Manufacturer: AVC	1	ATIPS23	2,625.00	2,625.00
x-22151TR AVSG Installation Setup and Training Item Code: AVSG_INSTALLATION Manufacturer: AVC	1	ATIPS23	8,750.00	8,750.00
AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1	ATIPS23	3,000.00	3,000.00
Subtotal				77,210.00
OPTIONAL 2nd YEAR CUSTOMER CARE				
AVC Customer Care Agreement Year 2 Item Code: AVSG_CCA_YEAR_2 Manufacturer: AVC	1	ATIPS23	3,750.00	3,750.00

FEES
FOR
SERVICES

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original**SALES QUOTATION**

Quotation Number

22155

Quotation Date

11/14/23

Page

3/5Shipping Type: **Deliver & Install**Quotation Subtotal: **\$ 80,960.00**Total Before Tax: **\$ 80,960.00**Total Tax Amount: **\$ 0.00****Total Amount: \$ 80,960.00**

Quotation Valid Until: 12/14/23

Subject to Shipping & Handling and Sales Tax if Applicable**EQUIPMENT WARRANTY:**

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

ASBESTOS STATEMENT:

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

PAYMENT TERMS REQUESTED:

- 35% Deposit with Hard Copy Purchase Order
- 55% to be Invoiced Upon Equipment Delivery, Net 20
- 10% to be Invoiced Upon Completion, Net 20

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

SALES QUOTATION

22155

11/14/23

4/5

\$

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted By

P.O. No.

Signature

Date

Ship-to Address:
(if different than above)

Credit Card Info:
(if applicable)

Cardholder's Name

Cardholder's Telephone Number & Email Address

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of AUDIO-VIDEO CORPORATION. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by AUDIO-VIDEO CORPORATION in the collection of past due amounts.
5. **SECURITY** - AUDIO-VIDEO CORPORATION shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with AUDIO-VIDEO CORPORATION for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to AUDIO-VIDEO CORPORATION because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any AUDIO-VIDEO CORPORATION representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at AUDIO-VIDEO CORPORATION, Albany, N.Y. headquarters will constitute authorization to AUDIO-VIDEO CORPORATION to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at AUDIO-VIDEO CORPORATION, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by AUDIO-VIDEO CORPORATION is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by AUDIO-VIDEO CORPORATION, the liability of AUDIO-VIDEO CORPORATION shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

Albany County Request for Contract Approval

Contract #	2024-1652
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3110 - Sheriff
Date Submitted	Tuesday, January 30, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Polaris Sales Inc. 2100 Highway 55, Medina, MN 55340
Estimated Amount	\$49,664.96
Estimated Term	3/1/2024 to 2/28/2025 (Approximately 11 months)
Scope of Services	Purchase 2 UTV's for the Sheriff's Emergency Management Unit
Budget Line Item	AA3110 - 2 - 22800
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
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: February 2, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase (Contract Request 2024-1652)

Briefly, this request is to purchase two (2) UTV's from Polaris Sales, Inc. for the Sheriff's Search and Rescue Operations Unit. These vehicles will be used to help officers respond to scenes urgently, and gain access to areas that are crowded, isolated or tough terrain.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce A. Hidley, County Clerk



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

Contact Information

Name: Pamela O Neill
Email: Pamela.O'Neill@albanycountyny.gov
Phone: 518.447.7139
Fax:
Bill To: Albany County Division of Purchasing

Quote Number: QUO-51189-C9S8V8
Revision #: 0
Date:
Quote Expires: Sourcewell
Contract Name: 122220-PSI
Contract #:
Expiration Date: 1/29/2025
Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Ship To:

Freight

FOB Destination-CONUS
US Continental (CONUS) Only

Delivery Terms

180 Days

Payment Terms

Net 30

Payment Methods

Visa
Mastercard
Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R24RSE99AK	1	RANGER Crew XP 1000 - Super Graphite - 49 State	\$22,099.00	\$21,227.31	\$21,227.31
2889223	1	Crew Full-Size Poly Sport Roof	\$699.99	\$599.49	\$599.49
2889694	1	Full-Size Polaris Dual Speed Pro HD 4500 LB Winch (synthetic rope)	\$929.99	\$796.46	\$796.46
2889269	1	High Clearance A-Arms - Front	\$369.99	\$316.87	\$316.87
2889270	1	High Clearance A-Arms - Rear	\$369.99	\$316.87	\$316.87
5418332	2	Pro Armor X Terrain Front Tire (29x9-14) - each	\$189.99	\$162.71	\$325.42



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
5418333	2	Pro Armor X Terrain Rear Tire (29x11-14) - each	\$199.99	\$171.28	\$342.56

Comments:

SUBTOTAL	\$23,924.98
INSTALL*	\$907.50
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$24,832.48

Vehicle model year and color are subject to change dependent upon delivery date.

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.

Harris, Tina

From: Praisner, Thomas
Sent: Tuesday, January 30, 2024 5:33 PM
To: Harris, Tina
Subject: UTV's

Good evening Tina,

With our search and rescue operations/responsibility increasing what seems like weekly the value of these two UTV's are literally lifesaving. Considering the trails and thacher park (jurisdictions) that don't allow full size vehicles, these UTV's are impeccable for accessibility and reliability. UTVs have changed search and rescue operations by bringing significantly greater speed, efficiency, and versatility. UTVs have repeatedly shown themselves to be important equipment, whether they are being used on missions in the middle of a deep forest, on a mountain covered in snow, or in the wake of a natural disaster. Their speed and efficiency in reaching victims is made possible by their agility and adaptability, greatly increasing the likelihood of successful rescues and, ultimately, saving more lives. Thank you.



Inspector Thomas M. Praisner

Albany County Sheriff's Office
16 Eagle Street
Albany, NY 12207
Office – (518) 655-7989

Albany County Request for Contract Approval

Contract #	2024-1660
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3150 - Correctional Facility
Date Submitted	Friday, February 2, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	DeBrino Caulking Associates, Inc. 1304 Route 9 Castleton, New York, 12033 Zip Code
Estimated Amount	\$28,700.00
Estimated Term	2/15/2024 to 2/14/2025 (Approximately 11 months)
Scope of Services	Concrete Restoration and repairs to the Kitchen and Storeroom areas located at the Correctional Facility.
Budget Line Item	AA3150 - 2 - 44071
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



MICHAEL S. MONTELEONE
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: February 2, 2024

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Emergency Repairs to Concrete (Storeroom/Kitchen)

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and DeBrino Caulking Associates, Inc. to remove, install and replace deteriorating concrete in the kitchen as well as deteriorating concrete slab in the storeroom. This request is deemed as an emergency request.



Divisions

- **Caulking/Waterproofing/Air-Vapor Barrier**
- **Under Slab Membranes**
- **Building Restoration/Specialty Contracting**
- **Firestopping/Architectural Joints**

Fax

518.732.0347
518.732.2281
518.732.1306
518.732.0217

January 8, 2024

Mr. Mark Porto
Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12211

RE: Rear Stairs and Loading Dock Repairs

Dear Mark:

DeBrino Caulking Associates, Inc. (DCA) is pleased to submit the following proposal to supply all labor, supervision, materials and equipment necessary to complete the scope of work listed below at the above-named project.

SCOPE OF WORK

Kitchen ceiling repairs-two areas shown (one area 5'x 5' and the other 2' x 2')- Scaffold, and tent area, remove loose cement three coat plaster, install ribbed hanging lath, install three coat cementitious plaster system, paint by others. Price is for the footage shown, additional cost will be given if SF increases. Price for painting available upon request.

Total \$9,875.00

Basement steam tunnel- Remove 12' x 4 ½ 'concrete elevated slab (from wall at outside door to the side of hatch) that is deteriorated. Saw cut edge, demo and remove concrete, form and install # 5 dowels and rebar grid, clean and coat steel at hatch, pour new 4000 psi concrete, seal concrete. Door needs to be offline for at least a week unless told otherwise. If door is needed a steel plate and railings will need to be constructed at additional cost.

Total \$18,825.00

Qualifications: Excludes sales tax, permits, bond fee, painting, electrical usage fees, water usage fees, heat and cold weather protection, hazardous material abatement, and anything not specifically included.

Sincerely,
DeBrino Caulking Associates, Inc.

Richard P. Farnan Jr.
Project Manager/ Estimator

**REQUEST FOR SERVICE
FOR ALBANY COUNTY CORRECTIONAL FACILITY
CONCRETE RESTORATION/REPAIR IN KITCHEN AND STOREROOM
SCOPE OF SERVICES**

1. The contractor will remove, install and program all necessary components to successfully replace deteriorating concrete ceiling in the kitchen as well as deteriorating concrete slab in storeroom. All work shall be performed in accordance with all applicable building codes, standards and materials specifications.
2.
 - a. Contractor must cover all areas below with tarp and remove all loose concrete from two areas on kitchen ceiling about 5'x5' and 2'x2'.
 - b. Install ribbed hanging lath in deteriorating parts of ceiling.
 - c. Install three coat cementitious plaster system in the two designated areas where concrete was removed and stage off area.
 - d. Remove approximately a 12'x5' elevated concrete slab in storeroom area.
 - e. Saw cut edge, demo and remove concrete slab and dispose of concrete.
 - f. Form and install # 5 dowels and rebar grid for support to new concrete slab.
 - g. . Pour new 4000 psi concrete slab and seal after drying process.
 - h. Clean up all debris on daily basis.
3. The contractor shall coordinate access to job site and all work activities with the Superintendent /designee. All work shall be performed during the hours of 7AM – 3 PM, unless otherwise agreed upon by the Superintendent/designee. Time schedule for removal and installation of new equipment must ensure uninterrupted operation of the maintenance department.
4. The successful contractor shall field verify all dimensions PRIOR to commencing work.
5. Contractor shall comply with all necessary OSHA regulations and standards.
6. Contractor shall clean all work areas each day to the satisfaction of the Superintendent/designee. Contractor shall remove and legally dispose of all construction debris. Contractor shall keep all areas of the work site free from rubbish and accumulation of waste materials

7. Contractor shall protect existing systems and surfaces to remain, all damage resulting from contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.
8. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and reserve utilities.
9. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas of kitchen/storeroom to the satisfaction of the Superintendent/ designee.
10. Incorrectly fabricated, damaged or otherwise miss fitting or non-conforming material or conditions shall be reported to the Superintendent/designee prior to remedial or corrective action. Any such action shall require approval.
11. Contractor shall provide warranty to cover contractor workmanship for a minimum of 120 days from date of final completion of work.
12. Contractor shall provide manufacturer's standard warranty for materials. Warranty shall take effect upon final approval of work by Albany County.
13. Contractor shall physically inspect and evaluate installation of all equipment installed. Upon review of inspection, any recommendations outside this scope of services shall be submitted in writing to the County for review and approval prior to commencing work.
14. Contractor shall comply with Albany County Correctional Facility security requirements as attached.

Albany County Request for Contract Approval

Contract #	2024-1640
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1450 - Board of Elections
Date Submitted	Friday, January 26, 2024
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Fort Orange Press, Inc. 11 Sand Creek Rd., Albany, NY 12205
Estimated Amount	\$99,000.00
Estimated Term	1/26/2024 to 5/12/2024 (Approximately 3 months)
Scope of Services	The Board of Elections is seeking to contract for the printing and processing of Vote-By-Mail Absentee Optical Scan Ballots to be used in our voting machine scanners in Primary and General Elections.
Budget Line Item	AA1450 - 2 - 44042
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
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: Hon. Daniel P. McCoy, Albany County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce A. Hidley, Albany County Clerk

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: Absentee ballot mailing program

DATE: 01/26/2024

We are seeking approval for a contract with Fort Orange Press for the printing, packaging and processing of optical scan absentee and vote-by-mail ballot packets. The cost per package is \$2.12, not including postage. The contract is based on RFB-RC-2021-040, awarded by Rockland County. The term of the agreement is May 13, 2021 to May 12, 2024 with 2 renewal options for a 1-year term.

The Board anticipates a significant increase in requests for vote by mail due to the Presidential Election and the newly enacted vote-by-mail program. In 2020, for example, the Board received 37,800 requests for absentee ballots for the General Election. We successfully outsourced the printing and mailing of ballots to Fort Orange Press, alleviating the need to hire additional staff to offset the inordinate increase in paperwork. Fort Orange Press also has the ability to track the mailing of the ballots.

The funding for this program is anticipated in the 2024 budget.

-#-

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Ballots – Printing, Packaging and Processing of Optical Scan
Absentee Vote by Mail Ballot Packets**

Contract Period: May 13, 2021 through May 12, 2022 with 4 one-year options
Extended through May 12, 2023, w/ 3 1-year options
Extended through May 12, 2024 w/2-1 year options

Original Date of Issue: May 13, 2021

Date of Revision: 05/31/23

BID No: **RFB-RC-2021-040**

Catalog: **Printing & Promotional Supplies**

Authorized Users: County Agencies, All Political Subdivisions

Address Inquiries to:

Name: Sabrina Samuels
Title: Purchaser II
Phone: 845-364-3807
Fax: 845-364-3809
E-mail: samuelss@co.rockland.ny.us

Description

This contract is for the printing and processing of vote-by-mail absentee optical scan ballots.

Contract #	Vendor Number	Contractor & Address	Telephone No.
Bid 21-040	0000006520	Fort Orange Press, Inc. 11 Sand Creek Road Albany, NY 12205 Contact: Robert F. Witko rwitko@fortorangepress.com	518-489-3233 FAX: 518-489-1638

COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809							
LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	MFG./PRODUCT CODE OF PROPOSED PAPER	VENDOR
GENERAL ELECTION AND PRIMARY ABSENTEE BALLOT VOTE BY MAIL -PRINTING, PACKAGING AND PROCESSING							
1	General Election and Primary - Printing, Preparing and Processing Absentee Vote By Mail Ballot packages as specified - Pricing to include services, ballots and envelopes as specified.	96659000064	20000	PACK	\$ 2.12	Sub 80 Opaque text to Spec	FORT ORANGE PRESS
2	General Election and Primary - Mail List Setup (lists to be provided by the BOE)–Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.	96659	10	EACH	INCLUDED	INCLUDED	FORT ORANGE PRESS
FOREIGN ABSENTEE BALLOT VOTE BY MAIL -PRINTING, PACKAGING AND PROCESSING							
3	Foreign - Printing, Preparing and Processing Absentee Vote By Mail Ballot packages as specified - Pricing to include services, ballots and envelopes as specified.	96659000065	500	PACK	\$ 2.12	Sub 80 Opaque text to Spec	FORT ORANGE PRESS
4	Foreign - Mail List Setup (lists to be provided by the BOE)–Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.	96659	3	EACH	INCLUDED	INCLUDED	FORT ORANGE PRESS
5	% Discount off cost for additional services and material needed which may be required due to changing NYS Board of Election/Governor orders. Bidder must enter in % discount offered as whole number e.g. 10% = 0.10	96659000066	\$ 5,000.00	PERCENT DISCOUNT	NONE	NONE	FORT ORANGE PRESS

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**Ballots – Printing, Packaging and Processing of Optical
 Scan Absentee Vote by Mail Ballot Packets**

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PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland must make all contract award information available to other political subdivisions and non profit agencies through our website: www.rcpurchasing.com
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and must be liable for any payments due on such purchase orders; and must accept sole responsibility for any payment due.
3. All purchases must be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district must 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.
5. All Bidders must be on notice that as a condition of the award of a County contract, the successful bidder must accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points must be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

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SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. The Rockland County Board of Elections is seeking to contract for the printing and processing of Vote-By-Mail Absentee Optical Scan Ballots to be used in ES&S DS200/AutoMark scanners in NYS Primary, General, and Special Elections.
- 1.2. QUESTIONS are to be submitted via email to purchasing@co.rockland.ny.us. The solicitation # above must be in the “subject” box of the email.
 - 1.2.1. Deadline for receipt of questions is, Thursday, April 22nd, 2021, 3:00 PM EST.

2. MANDATORY– SAMPLES

- 2.1. **SAMPLE BALLOTS ARE REQUIRED TO BE SUBMITTED /UPLOADED WITH THE BID PROPOSAL.** Attachment numbers 1 through 3 are included with this bid solicitation. Physical Samples will be required to be submitted within three (3) days from date of request.

- 2.1.1. Attachment #1 - 2012 Primary Election –
 - *Democratic Election District Ramapo 108
 - *Republican Election District Clarkstown 24
- 2.1.2. Attachment #2 – 2012 Primary Election –
 - *Conservative Election District Stony Point 13
 - *Working Families Election District Clarkstown 1
- 2.1.3. Attachment #3 – 2012 Rockland County General Election Ballot
 - *Election District Ramapo 15
- 2.1.4. Bidder must produce sample ballots from these files and submit with the bid proposal.
- 2.1.5. Samples submitted must meet the specified requirements of this solicitation.
- 2.1.6. Samples supplied must be printed on the ballot paper specified herein.
- 2.1.7. Bidder must supply a sample of the ballot paper to be used. Sample must be submitted within three business days from date of request.

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3. REQUIREMENTS

- 3.1. The successful bidder must demonstrate they have at least three (3) continuous years of successfully printing and delivering official Election Day Optical Scan Ballots for use in New York State Primary and General Elections which includes the processing of Absentee Vote by Mail packages during the 2020 Election Season. Vendor must demonstrate experience with Vote by Mail services & operating in-house redundant intelligent inserter lines as specified within.
 - 3.1.1. Bidder must submit/upload a completed Certificate of Experience with their bid in accordance with the instructions provided.
 - 3.1.2. All work performed must have been in accordance with New York States Board of Elections Regulation 6210 (see Appendix B).
 - 3.1.3. Bidder must demonstrate they have successfully completed this work for a County with a minimum of 200 Election Districts.
- 3.2. Bidders must be able to make changes, when/if necessary, print / deliver within a twenty-four-hour turnaround time upon request.
- 3.3. Proposed bidders must demonstrate that the ballots produced are compatible with ES&S (Election Systems & Software) AutoMark Ballot Marking Device and the ES&S DS200 Digital Scanner.
- 3.4. Subcontractors: Where applicable, bidders must provide the name, address, experience, and references of each subcontractor to whom the bidder proposes to sublet portions of the work.
 - 3.4.1. Subcontractors must meet all of the experience requirements specified.
 - 3.4.2. Successful bidders must not subcontract jobs to other printers without the written authorization from the Rockland County Board of Elections representative.
- 3.5. Bidder must be able to print digitally or utilize conventional printing methods.
 - 3.5.1. Successful bidder must not begin production of any ballots until proofs have been approved by the Board of Elections Representative in writing (email or fax is acceptable).
 - 3.5.1.1. All corrections required due to successful bidder's error, regardless of where in the cycle the error occurred, will be made at no cost to the County.

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3.6. Access / On-Site Inspection / Financial Responsibility

- 3.6.1. Representatives of the Board of Elections must be given access to the successful bidder's premises at any time (day or night) when work is being performed for the Board of Elections. The County reserves the right to inspect the facility for fitness of security and overall conduciveness of manufacturing efficiency.
- 3.6.2. The Board of Elections may have an on-site inspector/expeditor at the successful bidder's printing facility during production of ballots for each election. If subcontracting is approved, Contractor will inform its subcontractor of the access privileges of authorized Rockland County Board of Election representatives. Travel and lodging expenses for the Board of Elections or other County employees will be the responsibility of the County.

3.7. Financial - The County reserves the right to request a detailed financial statement and ownership statement by bidder.

3.8. Data Transfer

- 3.8.1. Successful bidder must be able to receive and process supplied official ballot PDF files generated by the Rockland County Board of Elections Election Management System (EMS).
- 3.8.2. Successful bidder must be able to accept data via transmissions using standard file transfer protocols (FTP). Files may be encrypted and compressed with standard off the shelf compression software package, but in some cases, data will be uncompressed.
- 3.8.3. Proofs are to be submitted to the Rockland County Board of Elections for final approval, prior to printing.

4. QUALITY CONTROL

- 4.1. Successful bidder is responsible for quality control procedures during the production of the ballots. Bidder must comply with the requirements specified in the ES&S Ballot Production Guide (see Appendix C).

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5. TECHNICAL SPECIFICATIONS

5.1. Authorized Representatives

- 5.1.1. The Board of Elections must designate, in writing, employees as authorized representatives who will be responsible for coordinating printing, approving proofs, providing authorization to print, and coordinating deliveries. Successful bidder must act only on instruction from one of these designated persons. Successful bidders will likewise designate, in writing, authorized representatives who will be responsible for coordinating printing and processing under the contract. All references to the Board of Elections in the contract must include the Board of Elections and the designated authorized representatives.

5.2. Technical Specifications

5.2.1. Paper

- 5.2.1.1. Optical Scan Ballot must meet the necessary specifications of the ES&S or approved equal:

5.2.2. Paper Requirements as follows:

Grain Direction:	Long
Opacity:	97.0
Brightness:	92-94
PI:	338
Basis Weight:	80# text (36.2874kg)
Thickness:	0.0061 in. (0.015494 cm)
Smoothness:	130 Sheffield's
Moisture:	5.5 percent

- It is to be successful bidder's responsibility to acquire, in a timely manner, paper stock of the type, size, weight, and colors specified to meet the requirements of the Board of Elections and the specifications and requirements for reading by the ES&S DS2000 digital scanner and AutoMark reader.

5.2.3. Bidders must indicate what paper they propose to use and must supply to the Rockland County Board of Elections adequate samples for testing in the scanning equipment.

- 5.2.3.1. Samples of the proposed paper must be supplied within three days from date of request.

5.2.4. Paper substitutions will not be permitted during the term of this contract without written approval of an authorized Rockland County Board of Elections Representative.

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5.3. Ballot Styles, Sizes, Projected Usage

5.3.1. Ballots are all 8-1/2 inches wide. Length may be 11 inches, 14 inches, 17 inches, or 19 inches.

5.4. Successful bidder must keep all files until 30 days after election to ensure availability if re-runs are required.

6. Authorized Delay

6.1. Under unusual circumstances, such as but not limited to a court injunction, it may become necessary for the Board of Elections to request successful bidder to delay or stop printing certain materials. Such request may be made by telephone by an authorized representative of the Board of Elections and confirmed, in writing (email or fax is acceptable), as soon as possible. In the event of an authorized delay, the County must notify successful bidder of a revised schedule.

6.1.1. The Bidder must be paid for any quantities accurately processed at the contracted rate awarded.

7. Order Quantities

7.1. The Board of Elections will specify definite quantities, in writing, by issuance of a Rockland County Purchase Order, at the time of or before authorization to process Absentee Vote by Mail packages, by Election District and quantities, must be determined by the Board of Elections.

7.2. The Board of Elections does not guarantee any quantities. Estimated usage is based on historical data for usage. County does not guarantee any item will be purchased or any dollar amount spent.

7.3. County is not responsible for any overages printed.

7.3.1. Upon delivery of Absentee Vote-by-Mail packages, the successful bidder must certify the actual number of ballots printed, the number of ballots delivered and that all other ballots have been destroyed, pursuant to NYS Regulation 6210 of the NYS Election Law.

8. Acceptance

8.1. Successful bidder must provide a reconciliation detailing the specific quantities processed. Successful bidder must replace all quantities rejected at no cost to the County, including delivery. Replacements must be processed within 24 hours and be after notification or within a lead time accepted by the Board of Elections Representative.

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9. ABSENTEE BALLOT VOTE BY MAIL PACKAGING AND PROCESSING

9.1. Absentee Optical Scan Ballot Vote-By-Mail packages will be utilized when the volume of absentee requests exceeds The Board's capacity. The Commissioners will determine whether they will utilize the successful bidder for processing Absentee Vote by Mail packages only.

9.2. Absentee Optical Ballot Size determined by Board to conform with ballots printed for Election Day.

9.3. Absentee Optical Scan Ballot must meet the necessary specifications of the ES&S or approved equal. See specifications for Paper Requirements.

9.4. General Election and Primary - Absentee Optical Scan Ballot Vote-By-Mail packages:

- Provide the following envelopes, forward, oath, and return as specified.
- Envelope Layouts as approved by the State Board of Elections (Forward, Oath, and Return)
- Variable Data Personalization on Forward and Oath Envelopes
- Variable and Static Data on Return Envelope
- PDF Proof of ballot and Envelopes (Forward, Oath, and Return)
- Provide the ballots as specified.
- Bindery (fold ballot to size)
- Mail Preparation (Insert ballot, return envelope, oath envelop, and instruction letter into forward envelope process and Mail from Albany or Westchester Post Office. Postage to be paid by County of Rockland BOE.
- Mail List setup (lists to be provided by the BOE)—Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.

9.5. Foreign - Absentee Optical Scan Ballot Vote-By-Mail packages Foreign will include:

- Provide the following envelopes, forward, oath, and return as specified.
- Envelope Layouts as approved by the State Board of Elections (Forward, Oath, and Return)
- Variable Data Personalization on Forward and Oath Envelopes
- Variable and Static Data on Return Envelope
- PDF Proof of ballot and Envelopes (Forward, Oath, and Return)
- Provide the ballots as specified.
- Bindery (fold ballot to size)
- Mail Preparation (Insert ballot, return envelope, oath envelop, and instruction letter into forward envelope process and Mail from Albany or Westchester Post Office. Postage to be paid by County of Rockland BOE.
- Mail List setup (lists to be provided by the BOE)—Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.

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9.6 Vote by Mail Service Printing, Packaging, Processing Requirements:

9.6.1 Vendor must be qualified by having demonstrated a minimum of three (3) years' experience, of which one year experience to include successfully processing Vote by Mail during 2020 Election Season without errors or omissions. Experience with Vote by Mail services & operating in-house redundant intelligent inserter lines capable of the following tasks:

- The ability to read a non-unique barcode and index and assign to a master .jdf input file record (*Job Definition Format*) Master File-Contains all the production parameters of any given batch mail.
- Ensuring complete accuracy for all mail pieces within each batch, as well as the ability to report detailed, accurate information on every ballot package at the end of a batch run.
- The ability to direct machine functions such as selective inserts, diverting, seal or no seal etc. from data extracted from the master .jdf file, (i.e., file-based inserting).
- Capability to produce, assign, track, and record the unique Intelligent Mail Barcode (IMb) on all return envelopes to data notated in the output mail pieces report file.
- To automatically identify, mark as suspect and divert all mail pieces within arm's reach of any open safety cover. Open safety cover reject mail piece function ensures any piece within 1 meter of an open machine cover during a production run will automatically be flagged as defective to eliminate any human error, duplication, or manipulation.
- Employ an automatic mis-match recovery system such that any mis-matched document automatically diverts all suspect ballot packages without human intervention. Human touch can inadvertently compound a mis-match problem should one arise.
- Have double detection at all insert feeders to avoid any double pulls and potential mismatches.
- Intelligent barcode inserters such as-the W+D BB820 have an integrated, secure, in-line oath envelope printing unit on a raised parallel inserting platform that prints, scans, and generates a unique mail piece ID which is used to identify the proper voter information for the printing of the forwarding envelope after all components have been inserted and the envelope is sealed. All inserted pieces are scanned and verified by 2D barcodes. A final check of the ballot for the voter data is done *after inserting through a window* on the outer envelope to ensure every voter is receiving the correct ballot.
- Vendor must have the ability to read code information from both the top side of the insert as well as the bottom side of the insert. A so-called High Track and Low Track capability to identify any individual piece that is detected to have a mis match error between the insert and the envelope address.
- Elevated track for overprinting of VDP information as well as location tracking from the upper deck to ensure oath/reply is accurately matched to the correct machine slot for its corresponding mail piece.
- Ensure the accurate overprinting of unique variable data information, as well as location tracking with the USPS Informed Visibility – *Mail Tracking & Reporting System* or similar to ensure oath/reply

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envelope is accurately matched to its corresponding mail piece and further trackable through the mail stream, *even if the USPS fails to properly cancel or scan the envelope.*

- Additional fail-safe filled envelope thickness verification for misses and/or doubles after the inserter sealing section sufficient to detect the presence or lack of presence for 2x thicknesses of paper such as in a bi-folded piece (i.e., approx. .012”) and automatically divert any suspect package that does not meet the set threshold.
- Employ cameras to verify forms/material types to ensure that the operators load the correct job materials and automatically alerting the operator when not correct while then diverting all suspect pieces.
- The ability to store each camera’s read image to an archive file.
- The ability to read and verify multiple AOI’s (*Area of Interest-*) All the barcoded areas top and bottom of a mail piece and verifying the inserted ballot barcode from below (or from above depending upon job requirements) for each ballot package and automatically divert any suspect packages should any single integrity check fail. These barcode reads must be coincident with the filled envelope thickness detector cycle, i.e., *same envelope being subject to all of these final integrity checks during the same machine cycle.*

9.7 Vendor Workflow

9.7.1 The vendor must follow a designated workflow in which voter records are processed and Ballot packages mailed within 24 hours of receipt from The County of Rockland Board of Election with following requirements met:

- Separate, remote, off-line, and redundant storage and audit log of all VDP content (Variable Data Printing)-Every piece is unique printed on all envelopes during the inserting process.
- Automated loading of variable data content in PDF format.
- Vendor server’s must be secure including HTTPS and full data encryption at rest.
- Complete CASS (*Coding Accuracy Support System*) Certification in real-time via an automated process of all supplied voter data files to ensure voter records qualify for IMb assignment at either the First-Class or Presorted First-Class postage rates.
- Ability to programmatically pre-check integrity of data on behalf of The County of Rockland Board of Election to reduce imperfect records *prior to CASS certification* process.
- Complete automated workflow that allows The County of Rockland Board of Election to upload voter data files directly to a web portal which automatically assigns appropriate ballot style and 2D barcode of mail piece id.

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- Complete Intelligent Mail Barcode (IMb) *outbound* and IMb *inbound* mail reporting functionality. This reporting must include the ability to report mail tracing in real-time, if required, provide automated quality assurance checks throughout pre-processing to ensure that data and ballot print images are to spec and accurately mapped prior to print production.
- Notification to voter where ballot is in the mail stream, interface of mail track system that allows voter to access location of ballot in the mail stream.
- Comprehensive reporting 3 times daily of number of pieces mailed within any 24-hour period including aggregate totals within template specs of The County of Rockland Board of Election provided database structure.
- Vendor must have standing appointment with the Westchester or authorized USPS SCF for on-demand entry of daily ballot packages.
- Vendor must have a minimum of two years' experience providing VBM services.
- Vendor must have experience printing election ballots for ES&S high speed central count scanner.
- Vendor must have a complete workflow to handle any ballots lost during the production process. Such ballots deemed needing "remake" must be accounted for, reported on, and remade within a 48 hour time period.
- Ability to verify all remakes are in fact valid through cross checking of IMb barcodes in USPS mail stream.
- Vendor must have quality controls in place to ensure production workers handling the processing of ballot packages are following Standard Operating Procedures.
- Every ballot will require a set of 3 security envelopes with the following specifications: *Outbound* 6 1/8"x 9 5/8" window forward envelope with tamper evident flap, 5 15/16"x 9" window reply envelope with security UV seal and tamper evident, peel & seal flap, and 5 3/4"x 8 3/4" oath envelope with security UV seal and tamper evident, peel and seal flap.

9.8 Ballot Tracking Reporting System must include:

9.8.1 Admin website which includes:

- Counts of files received, voters in the file, imperfect addresses, foreign addresses, mailed to voter, USPS 1st Scan to Voter, Delivered to Voter, Mailed by Voter, USPS 1st Scan to Municipality, Delivered to Municipality, voters & users registered by age, voters & users registered by party, voters receiving & delivered email notifications, voters receiving & delivered SMS notifications, voters receiving & delivered voice notifications.

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9.8.2 Prior list files broken out by current ballot location, file, voter zip codes:

- Voter list and search
- Voter file upload & download
- Downloads of outbound & return PDF labels, voter file with outbound & return IMB
- Voter website which includes:
 - Multi-language support
 - Ballot status lookup and notification settings (by email, SMS, and/or voice)
 - Municipality contact information

9.8.3 Prior list files broken out by current ballot location, file, voter zip codes:

USPS Mail Anywhere Program.

- The County of Rockland Board of Election' have greater flexibility in managing their mail from one site to another without having to open another permit at a new site or change the imprint on the mail.
- Mailers will be able to maintain one locally held trust account or a single EPS account for mailings nationwide under the ***USPS Mail Anywhere program.***
- Mailers will be able to manage one permit versus multiple permits.
- Mailers will not need to worry about getting last minute postage checks or credit cards to fund any mailing. Simply fund your locally held permit.
- Issuing office Permit Number and City / State or Company Permit Imprint indicia may be printed in the indicia on the piece and entered at a remote location.

10. Award and Contract Term

- 10.1. The initial contract period will be one year from date of award. It will cover any scheduled and unscheduled elections during that period and may be extended four additional one-year periods. Option years must be mutually agreed upon by the County and the Bidder.
- 10.2. Unanticipated elections may include special or municipal elections.
- 10.3. Bid will be awarded as a whole to the lowest responsive responsible bidder meeting the stated requirements.

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- 10.3.1. The County reserves the right to award the Vote by Mail packages and services as a group to a single provider submitting the lowest responsive responsible bid meeting the stated requirements.
- 10.4. Bidders must submit pricing on all items to be considered for award.
- 10.5. Upon the award(s) of contract, vendor MUST continue to demonstrate the ability to meet strict timeline turnaround of ballots and accuracy in printing standards specified.
- 10.5.1. Failure to satisfactorily adhere to these standards and specifications, may result in termination of your contract award , at which time the County may move to award the contract to the 2nd lowest, responsive responsible bidder meeting the stated requirements.
- 10.6. In order to provide and maintain continuity of service, the County of Rockland reserves right to award a Secondary provider who submits the 2nd lowest price and is a responsive responsible bidder meeting the stated requirements.

Albany County Request for Contract Approval

Contract #	2024-1647
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1411 - Hall of Records
Date Submitted	Tuesday, January 30, 2024
Contact Person	Carlson, Craig
Contact Phone	() -518
Vendor Info	New York State Industries for the Disabled Inc. (NYSID) 11 Columbia Circle Drive West, Albany, NY 12203
Estimated Amount	\$73,218.21
Estimated Term	1/31/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Preparation, digitization, and indexing of Albany County Declaration of Intention volumes as per the plan established by the 2024 Local Government Records Management Improvement Fund grant.
Budget Line Item	AA1411 - 2 - 44046
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

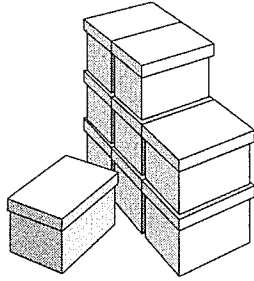
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Joanne Cunningham, Chairwoman;
The Honorable Bruce Hidley, Albany County Clerk

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: February 1, 2024

Subject: Request for Contract Approval-Contract #2024-1647
New York State Industries for the Disabled (NYSID)
Scanning Services

Please be advised that the Albany County Hall of Records respectfully requests your authorization to contract with New York State Industries for the Disabled (NYSID) to provide book and microfilm scanning services for the Hall of Records' Albany County Declarations of Intention (contract #1647). Contract #1647 consists of 17 volumes of Albany County Penitentiary Records, approximately 14,225 images with indexing, for a total cost of \$73,218.21. These monies came from a grant awarded by the Local Government Records Management Improvement Fund (LGRMIF) for the 2023-2024 grant cycle for a total of \$149,293.



**Book Scanning Proposal:
Albany County**

Declarations of Intent/ Intentions Of Aliens

Submitted: November 22, 2023

**Submitted By: Laurie Green
Business Development Manager
eBiz Docs, Inc.
(518) 456-1011
lgreen@ebizdocs.com**

STATEMENT OF SERVICES SCOPE OF WORK

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and document scanning Intentions of Aliens/ Declarations of Intent records for Albany County, NY. The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

eBizDocs Team will work closely with the designated representatives from Albany County throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Conversion Services
- Transmission of Images
- Post Scan Indexing
- Delivery and File Back-up
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following eBizDocs individuals, who will be responsible for completion of production activities.

- | | |
|-----------------------------------|------------------------------|
| 1. Kara Heniges
(518) 456-1011 | Project Manager |
| 2. Ken Major
(518) 456-1011 | Network Systems Analyst |
| 3. Laurie Green
(518) 456-1011 | Business Development Manager |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

Albany County will box all records and deliver to eBizDocs's production facility in Menands. Shipment dates, schedules and volume of boxes to be determined. Based upon the supplied image volumes, eBizDocs anticipates the production time on a typical shipment to be 120-180 days from the date of receipt.

- All records must be placed in sturdy banker type/cardboard boxes
- No ripped or torn boxes will be accepted.
- All boxes must be placed on the first floor for pickup.

5.0 DOCUMENT PREPARATION

Document preparation will be needed to remove packaging, staples, paperclips, sticky notes and prior to scanning and will be completed by eBizDocs.

Bound books: Spine will not be cut.

6.0 DOCUMENT CONVERSION SERVICES

- All books are bound.
- For the two ledger style books, the measurements when open are: 14.5 inches by 20 inches
- For Ledger Books: Left and right side of open books are captured at once.
- Contents will be scanned at 300 DPI B&W TIFF images.

Volume and Image counts provided by Albany County

Intentions of Aliens:

- Books - 15 Books, 13,619 images
- Ledgers – 2 Ledgers, 606 images (Over 11x17 images)

Indexing:

- 14,225 images, 1,964,760 keystrokes

eBizDocs is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.

7.0 TRANSMISSION OF IMAGES

Data will be sent to Albany County SFTP to their preferred platform.

8.0 POST-SCANNING INDEXING & ORGANIZING

Each entry will be indexed, including ledger style books:

- Name (15-20 characters)
- Date (mm/dd/yyyy)
- Nation of Origin (7-10 characters)

Customer has been advised that the accuracy of index data gathered from cursive script will vary. eBizDocs makes no warranty as to the accuracy of the index data collected.

9.0 IMAGE RETRIEVALS DURING PRODUCTION

While the Records are at eBizDocs during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from Albany County and Menands can be made via email and delivered via email. The cost is \$17.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

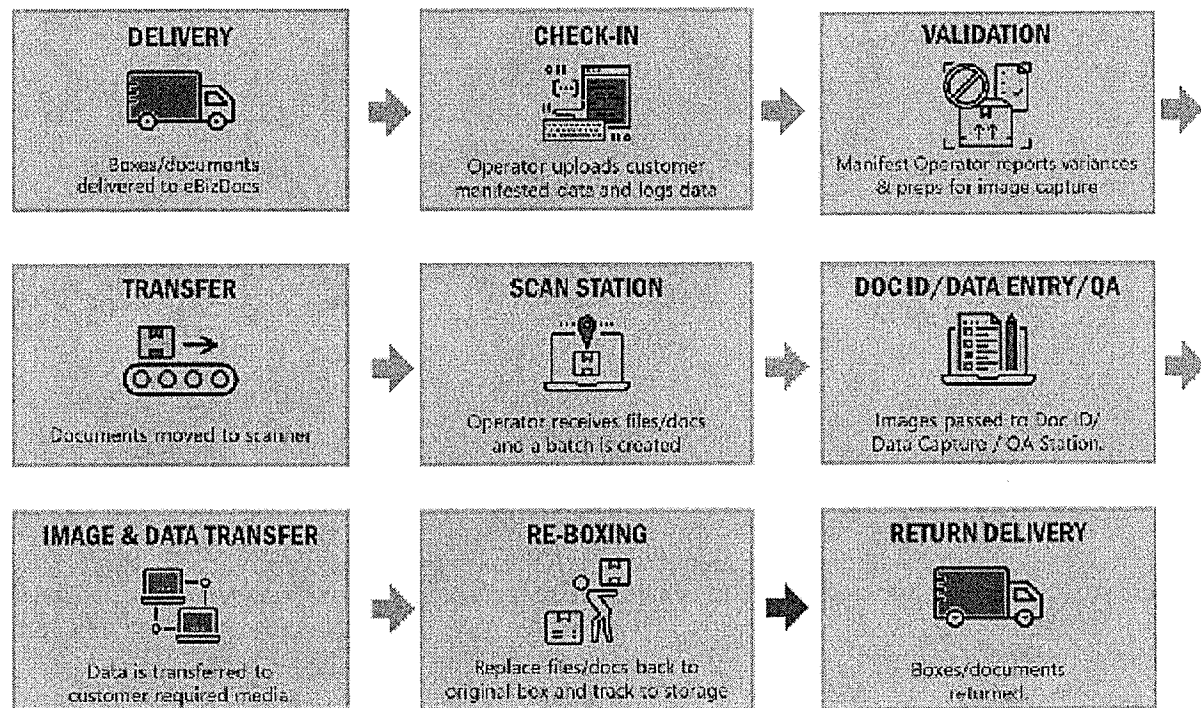
10.0 SERVICE LEVEL AND RETENTION

Documents will be returned to Albany County once scanning is complete.

11.0 PRODUCTION PLANNING AND PROCESS CONTROL ACTIVITIES

The Production phase commences with the transfer of project knowledge from ramp-up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp-up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBD will insert a "File Level" barcode sheet as well as "Document Type" barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in "Attended Mode" to assure that the best quality image is rendered.
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBD utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBD utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include:
- Manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to "Release". This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

Pricing Summary

Albany County Book Scanning

Description	Books / Ledgers	<= 11x17 Images	<= 11x17 Image Cost	Over 11x17 Images	Large Format Image Cost	Estimated Cost
Intentions of Aliens						
Books	15	13,619	\$ 0.89			\$ 12,120.91
Ledgers	2			606	\$ 3.25	\$ 1,969.50
Indexing	Images	Keystrokes	Keystroke Price			
	14,225	1,964,760	\$ 0.03			\$ 58,942.80
Transport: Return	1		\$ 100.00			\$ 100.00
Retrievals	5		\$ 17.00			\$ 85.00
Project Total						\$ 73,218.21

Project Total: \$ 73,218.21

Pricing includes: Prep, Scan, Quality Insurance and Packaging. Pricing is equally divided among these services

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

EBD expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

Albany County Request for Contract Approval

Contract #	2024-1648
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1411 - Hall of Records
Date Submitted	Tuesday, January 30, 2024
Contact Person	Carlson, Craig
Contact Phone	() -518
Vendor Info	New York State Industries for the Disabled Inc. (NYSID) 11 Columbia Circle Drive West, Albany, NY 12203
Estimated Amount	\$49,509.80
Estimated Term	1/31/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Preparation, digitization, and indexing of Village of Menands Vital Records and Payroll Records as per the plan established by the 2024 Local Government Records Management Improvement Fund grant.
Budget Line Item	AA1411 - 2 - 44046
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

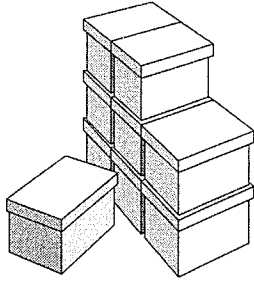
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Joanne Cunningham, Chairwoman;
The Honorable Bruce Hidley, Albany County Clerk

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: February 1, 2024

Subject: Request for Contract Approval-Contract #2024-1648
New York State Industries for the Disabled (NYSID)
Scanning Services

Please be advised that the Albany County Hall of Records respectfully requests your authorization to contract with New York State Industries for the Disabled (NYSID) to provide book and microfilm scanning services for the Village of Menands' Vital Records and Payroll Records (contract #1648). Included in contract #1648 are Village of Menands Vital Records and Payroll Records, approximately 147,400 images with indexing, for a total cost of \$49,509.80. These monies came from a grant awarded by the Local Government Records Management Improvement Fund (LGRMIF) for the 2023-2024 grant cycle for a total of \$149,293.



**Document Scanning Proposal
For
Village of Menands**

Submitted: November 22, 2023

**Submitted By: Laurie Green
Business Development Manager
eBiz Docs, Inc.
(518) 456-1011
lgreen@ebizdocs.com**

STATEMENT OF SERVICES SCOPE OF WORK

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and document scanning of vital, payroll, and minutes records for Village of Menands, NY. The project will be converted in our Menands, NY production facility according to the requirements detailed in this Statement of Work.

eBizDocs Team will work closely with the designated representatives from Menands throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Conversion Services
- Transmission of Images
- Post Scan Indexing
- Delivery and File Back-up
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following eBizDocs individuals, who will be responsible for completion of production activities.

- | | |
|-----------------------------------|------------------------------|
| 1. Kara Heniges
(518) 456-1011 | Project Manager |
| 2. Ken Major
(518) 456-1011 | Network Systems Analyst |
| 3. Laurie Green
(518) 456-1011 | Business Development Manager |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The Village of Menands will box all records and deliver to eBizDocs's production facility in Menands. Shipment dates, schedules and volume of boxes to be determined. Based upon the supplied image volumes, eBizDocs anticipates the production time on a typical shipment to be 120-180 days from the date of receipt.

- All records must be placed in sturdy banker type/cardboard boxes
- No ripped or torn boxes will be accepted.

5.0 DOCUMENT PREPARATION

- Paper document preparation will be needed to remove staples, paperclips, sticky notes and prior to scanning and will be completed by eBizDocs.
- All other records: items will not be placed back into folders/subfolders but kept in the scan batch format after scanning.
- For 9 hardbound books, do not cut spine
- Village of Menands will remove any loose documents that are not to be scanned
- Village of Menands will remove books from wrapping prior to receipt by EB

6.0 DOCUMENT CONVERSION SERVICES

- Documents are a mix of 8.5x11 and 11x17.
- Documents will be scanned in order received at 300 DPI B&W TIFF images.
- Items will not be placed back in folder.
- Do not scan folders
- Volume and Image provided by Village of Menands:
 - Death & Birth Records:
 - Binders - 4 Books/Binders, 3,900 images
 - Bound Books - 9 Books/Binders, 1,800 images
 - Meeting Minutes:
 - Binders - 9 Books/Binders, 2,700 images
 - Books with Clips - 40 Books/Binders, 24,000 images
 - Large format - 600 images (Over 11x17 images)
 - Mtg Min & Payroll - Off-Site:
 - Non-Greenbar - 18 Boxes, 65,000 images
 - Greenbar - 5 boxes, 50,000 images
- Indexing:
 - Vital Records - 2,450 Records, 245,000 keystrokes
 - Off-Site Records - 920 Records, 18,400 keystrokes

eBizDocs is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.

7.0 TRANSMISSION OF IMAGES

Data will be sent to Menands SFTP to their preferred platform.

8.0 POST-SCANNING INDEXING & ORGANIZING

Vital records books—each certificate will be indexed by the following:

- Register #
- Date
- Name
- Board meeting minute books:
- Description on spine only
- Payroll documents
- Folder tab description

Customer has been advised that the accuracy of index data gathered from cursive script will vary. eBizDocs makes no warranty as to the accuracy of the index data collected.

9.0 IMAGE RETRIEVALS DURING PRODUCTION

While the Records are at eBizDocs during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from Menands can be made via email and delivered via email. The cost is \$17.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

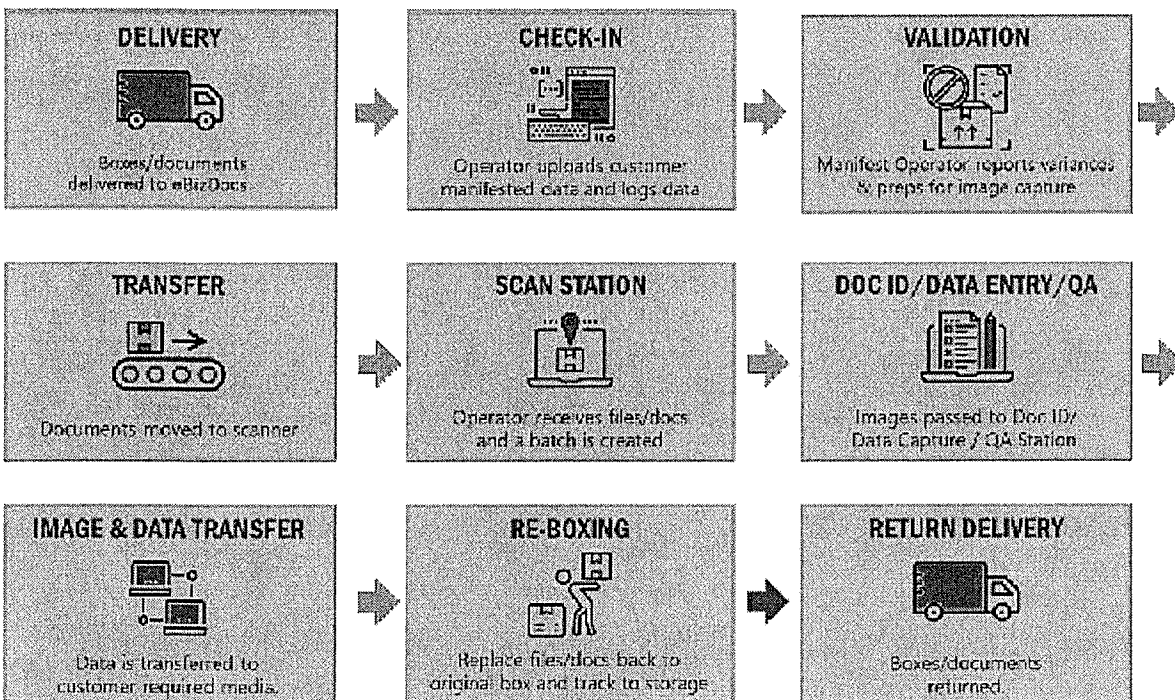
10.0 SERVICE LEVEL AND RETENTION

Documents will be returned to Village of Menands once scanning is complete.

11.0 PRODUCTION PLANNING AND PROCESS CONTROL ACTIVITIES

The Production phase commences with the transfer of project knowledge from ramp-up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp-up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBD will insert a "File Level" barcode sheet as well as "Document Type" barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in "Attended Mode" to assure that the best quality image is rendered.
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBD utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBD utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include:
- Manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to "Release". This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

Pricing Summary

Village of Menands Document Conversion						
Description	Books / Binders	<= 11x17 Images	<= 11x17 Image Cost	Over 11x17 Images	Large Format Image Cost	Estimated Cost
Death & Birth Records						
Binders	4	3,900	\$ 0.143			\$ 557.70
Bound Books	9	1,800	\$ 0.89			\$ 1,602.00
Meeting Minutes						
Binders	9	2,700	\$ 0.143			\$ 386.10
Books with Clips	40	24,000	\$ 0.41			\$ 9,840.00
Large format				600	\$ 2.56	\$ 1,536.00
Mtg Min & Payroll-- Off-Site						
	Boxes					
Non-Greenbar	18	65,000	\$ 0.143			\$ 9,295.00
Greenbar	5	50,000	\$ 0.41			\$ 20,500.00
Indexing						
	Records	Keystrokes	Keystroke Price			
Vital Records	2450	245,000	\$ 0.02			\$ 4,900.00
Off-Site Records	920	18,400	\$ 0.02			\$ 368.00
Transport: Return	1		\$ 100.00			\$ 100.00
Retrievals	25		\$ 17.00			\$ 425.00
Village of Menands Total						\$ 49,509.80

Pricing includes: Prep, Scan, Quality Assurance and Packaging. Pricing is equally divided among these services

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

EBD expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

Albany County Request for Contract Approval

Contract #	2024-1653
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A1411 - Hall of Records
Date Submitted	Wednesday, January 31, 2024
Contact Person	Carlson, Craig
Contact Phone	() -518
Vendor Info	Gimmel LLC 10505 Town & Country Way # 79788, Houston, Texas 77024
Estimated Amount	\$51,776.00
Estimated Term	12/20/2023 to 12/19/2024 (Approximately 11 months)
Scope of Services	Gimmel LLC, (formerly Infolinx) has designed and created Albany County Hall of Records physical Content Management System (CMS). This allows for the management of our physical records collection at the Hall of Records. Also, provides for the service and training on the software and the cost of the licences.
Budget Line Item	AA1411 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

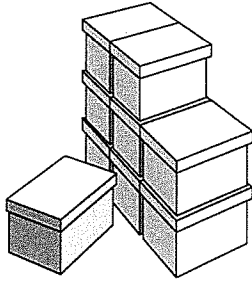
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel McCoy, Albany County Executive; The Honorable Joanne Cunningham, Albany County Legislature Chairwoman; The Honorable Bruce Hidley, Albany County Clerk

From: Craig A. Carlson
Deputy County Clerk
Albany County Hall of Records

Date: January 31, 2024

Subject: Request for Contract Approval 2024-1653
Gimmel, LLC
Physical Content Management System

Please be advised that the Albany County Hall of Records respectfully requests your authorization to contract with Gimmel, LLC to provide the Albany County Hall of Records a Physical Content Management System (CMS). The CMS will allow the Hall of Records to assist all agencies (City, County and Courts) to maintain and request their physical records stored in our warehouse.

Finally, the cost of delivering this service is \$51,776.00. The money comes from the Hall of Records fees for services budget line 44046.



Gimmel

ANNUAL RENEWAL

County of Albany
 % Ricardo Wright-Ramos – ricardo.wrightramos@albanycountyny.gov
 112 State Street
 Albany, New York 12207
 United States

Renewal Effective Period: December 20, 2023 thru December 19, 2024

Quotation No: GM11823-1
 Date: November 8, 2023
 Quote Exp. Date: November 30, 2023
 Michele Rutkowski
michele.rutkowski@gimmel.com

Product Number	Product Description	Licensed Qty	Annual Price (USD)
80601	Gimmel Physical SaaS Renewal > Term length – December 20, 2023 thru December 19, 2024 > Billing period for (12) months	1	\$51,776.
Total Due			\$51,776.

Notes:

The above prices are exclusive of value added, sales and use taxes and any other governmental fees, duties and taxes which are applicable. All terms and conditions, including net payment terms, are set forth by the master agreement. The preprinted terms of any Customer purchase order do not apply.

By signing below (or by providing Gimmel with an agreed purchase order in relation to this quote) you are agreeing to be bound by the terms and conditions.

DocuSigned by:
County of Albany

Craig Carlson

By Authorized Representative
 Craig Carlson

Print Name

Deputy County Clerk

Title

November 27, 2023 | 10:50:08 AM CST

Date

DocuSigned by:
Gimmel LLC

Shane Steffen

By Authorized Representative
 Shane Steffen

Print Name

CFO

Title

November 28, 2023 | 4:54:03 PM CST

Date

INVOICE



Gimmel LLC
Phone: 713-586-6465
Email: ar@gimmel.com

Date	29-Nov-2023
Invoice #	CN-INV-3197
Terms	Net 30
PO#	
Date Due	29-Dec-2023
Project	
GST #	NA

Bill To:

County of Albany
112 State Street
Albany NY 12207

Ship To:

County of Albany
112 State Street
Albany NY 12207

ITEM #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT IN USD
404951	Gimmel Physical, P3 SaaS 12/20/2023 - 12/19/2024	1	51,776.00	51,776.00
Subtotal				51,776.00
Sales Tax				0.00
Total				51,776.00

For payments remitted via ACH/Wire Transfer (Preferred method):

Bank Name / Address: Texas Capital Bank
98 San Jacinto Blvd, Suite 200
Austin, TX 78701
Account Name: Gimmel LLC
Account Type: Checking
Routing No.: 111017979
Account No.: 4011035476
Swift code: TXCBUS44

For payments remitted by Checks:

Gimmel LLC
ATTN: Accounts Receivable
PO Box 79788
Houston, TX 77024-9998

For inquiries regarding this invoice please e-mail ar@gimmel.com or reach us at 713-586-6465
Thanks for Your Business



January 31, 2024

Ricardo Wright-Ramos, CRM
ricardo.wrightramos@albanycountyny.gov
County of Albany
Albany County Hall of Records
112 State Street
Albany, NY 12207

RE: Gimmel Physical (k/k/a Infolinx)

Dear Mr. Wright-Ramos,

This letter is to confirm that Gimmel LLC, as a result of its acquisition of Infolinx from Spacesaver Systems, Inc. is the sole source manufacturer and direct provider of Gimmel Physical Records Management software application, including related services and programs.

No other vendor or distributor manufacturers sells or supports this product other than Gimmel LLC, 10505 Town and Country Way #79788, Houston, TX 77024.

Please contact us if you need any additional information.

Shane Steffen
CFO
shane.steffen@gimmel.com

Gimmel LLC
10505 Town and Country Way #79788
Houston, TX 77024

Albany County Request for Contract Approval

Contract #	2024-1645
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	NH6020 - Residential Health Care Facility
Date Submitted	Tuesday, January 30, 2024
Contact Person	Lucarelli, Andy
Contact Phone	1 (518) 213-8938
Vendor Info	Chem-Aqua, Inc. 25 Gillette Lane, Cazenovia, NY 13035
Estimated Amount	\$35,860.00
Estimated Term	2/1/2024 to 1/31/2029 (Approximately 59 months)
Scope of Services	Treatment of the Closed Loop and Potable Water systems at Shaker Place. Perform mandated Department of Health Legionella sampling. Clean necessary systems, perform treatments to minimize biological growth and reduce risk of damage from growth.
Budget Line Item	NH6020 - 2 - 44069
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

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

DATE: 1/29/2024

SUBJECT: Chem-Aqua, Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Chem-Aqua, Inc. for mandated Legionella testing of potable water and treatment of the Closed Loop heating and cooling system.

New York State Department of Health requires annual testing of water systems for Legionella bacteria. Chem-Aqua, Inc. will provide the required testing, provide test results and treat the systems to prolong the useful life of the Closed Loop heating system.

This contract term is a sixty (60) month period commencing on February 1st, 2024 and conclude on January 31st, 2029. The annual cost of \$7,172.00 will be billed monthly at \$597.67 per month. The total cost for the five (5) year period will be a not to exceed amount of \$35,860.00.

We respectfully request approval of this contract.





Water Treatment Program Agreement

For

**Shakers Place
100 Heritage Ln
Albany, NY, 12211**

Premier Account #: PP-FA-1066

The Chem-Aqua Water Treatment Program is an important step in achieving efficient operation and extending the useful life of valuable cooling and heating equipment.

By this AGREEMENT Andy Lucarelli / Shakers Place (hereinafter referred to as "Customer") agrees to purchase and Chem-Aqua, Inc. (hereinafter referred to as "Chem-Aqua"), agrees to provide a professional Water Treatment Program for the SYSTEM(S) for an annual cost of \$7,172.00 to be paid for in 12 equal billings of \$597.667 each for a total agreement price of \$35,860.00. The systems covered by this agreement are Closed Loop, and Potable Water Legionella sampling/troubleshooting.

The term of this AGREEMENT shall be for 60 months starting 2/01/2024 and ending 1/31/2029. This price quotation includes product, service, equipment and freight; but does not include any taxes or handling fees that may be applicable.

Chem-Aqua will have a representative call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer Quarterly to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation if requested by Customer.

Customer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services.

Customer agrees to perform routine cleaning of the systems covered in this agreement.

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit Chem-Aqua's products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as dead legs that would affect the flow of water through the equipment.

Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment, or otherwise interfering with the operation of the system, and is not meant to protect against health risks from exposure to biological growth.

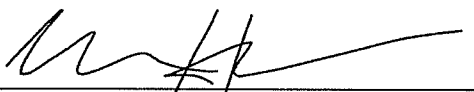
This contract does not include Legionella risk assessments or a Legionella risk management program. Chem-Aqua is providing the services described in this agreement only, and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment. Chem-Aqua is not responsible for damages due to Customer's failure to implement recommendations made by Chem-Aqua. Neither party shall be liable for any consequential, indirect, or incidental losses of any type, including lost profits, loss of business, loss of use, or loss of data.

This AGREEMENT is effective as of the date it is signed and shall remain in effect until cancelled by either party submitting a thirty (30) day written notice of cancellation. Customer will be responsible for payment of all products/equipment shipped and services rendered prior to cancellation of program. Upon cancellation, Customer must return all Chem-Aqua supplied equipment (which has not been separately purchased.) If business conditions warrant, Chem-Aqua may implement a general price increase to Customer. Chem-Aqua must provide 60 day written notice to Customer prior to any such price increase.

AGREED TO on this 22 day of January, 2024

By:


(Chem-Aqua Representative)

Michael Hartt

Chem-Aqua Representative Name (Print)

Chem-Aqua, Inc.

25 Gillette Lane

Cazenovia, NY 13035

1-866-209-3373

By:

(Customer Representative)

Customer Representative Name (Print)

Appendix 1: Equipment

All equipment provided by Chem-Aqua will remain the property of Chem-Aqua.

Appendix 2: Additional Services

See Attached.

Albany County Request for Contract Approval

Contract #	2024-1656
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5010 - Public Works
Date Submitted	Thursday, February 1, 2024
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	J&J Equipment, LLC 8913 Terex Drive, Brewerton, NY 13029
Estimated Amount	\$99,000.00
Estimated Term	2/1/2024 to 2/1/2025 (Approximately 12 months)
Scope of Services	Camera System and Trailer for Culvert Inspection
Budget Line Item	CM - 2 - 9.1507C.22080Z
Fiscal Impact	County: 0.00% State: 0.00% Federal: 100.00%
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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
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. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: February 1, 2024

Re: Contract Request

The Public Works Department respectfully requests approval to purchase one (1) Camera System and Trailer for Culvert Inspection from J&J Equipment, LLC . The total purchase price shall not exceed \$99,000.00. American Rescue Plan Act (ARPA) funds will be used to purchase the system.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Camera System and Trailer for Culvert Inspection
Bid Number: 2023-158

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 - No Addenda's

(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:

Guthrie Heli-Are, Inc dba Guthrie Sales & Service

Attn: Margaret Rege

6276 Clinton Street Road, Bergen, NY 14416

Phone: (585) 494-2600 Fax: (585) 494-2662

E-mail: mreg@guthrieHeliare.com

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

BID FORM

BID IDENTIFICATION:

Title: Camera System and Trailer for Culvert Inspection

Bid Number: 2023-158

Total Bid Price Camera System \$ 88,614.00

Make and Model RapidView IBAK T-66 Tractor and Orion
Pan/Tilt Camera w/Accessories

Total Bid Price Trailer Delivered \$ 18,244.00

Make and Model Custom RapidView Trailer -detail in
Enclosed Document on Guthrie letterhead

COMPANY:

Guthrie Heli-Air, Inc. dba Guthrie Sales & Service

ADDRESS:

6276 Clinton Street Road

CITY, STATE, ZIP:

Bergen, NY 14416

TEL. NO.:

(585) 494-2600

FAX NO.:

(585) 494-2662

FEDERAL TAX ID NO.:

16-1410454

REPRESENTATIVE:

Margaret Ryan

E-MAIL:

megr@guthrieny.com

SIGNATURE AND TITLE

Margaret Ryan - President

DATE

1/31/2024

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

Margaret Ryan
Signature

President
Title

1/31/2024
Date

Guthrie Heli-Arc, Inc.
Company Name
dba Guthrie Sales & Service

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 31st day of JANUARY, 2024, before me personally appeared Margaret Ryan to me known, who, being by me sworn, did say that he resides at (give address) 13799 Hempstead Rd; Aiken NY; that she is the (give title) President of the (name of corporation) Guthrie Heli-Arc, 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.

ROBIN J. MAIER
No. 01MA6156518
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires Nov. 27, 2026

Robin J Maier

Notary Public, State of New York

Qualified in New York

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 Guthrie Heli-Arc, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 16-1410454 b) DUNS # 795899160	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Guthrie Sales Service		5. WEBSITE ADDRESS (if applicable) www.guthrieway.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 6276 Clinton Street Road Bergen, NY 14416		7. TELEPHONE NUMBER (585) 494-2600	8. FAX NUMBER (585) 494-2662
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Margaret Ryan Title President Telephone Number (585) 494-2600 Fax Number (585) 494-2662 e-mail megr@guthrieway.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Margaret Ryan	TITLE President	b) NAME Matthew Ryan	TITLE Vice-President
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? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political position held with applicable service dates. ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
	a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	
	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 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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY 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 # 16-1410454

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

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 Guthrie & Heli-Arch Signature of Owner Margaret Ryan
Address dba Guthrie Sales & Service
6276 Clinton St Rd. Printed Name of Signatory Margaret Ryan
City, State, Zip Bergen, NY 14416 Title President

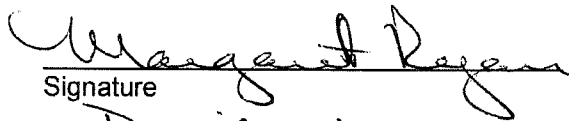
Sworn before me this 31st day of January, 2024
Robin J. Maier
Notary Public

ROBIN J. MAIER
No. 01MA6156518
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires Nov. 27, 2026

Margaret Ryan
Printed Name
Margaret Ryan - President
Signature
1/31/2024
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

President
Title

1/31/2024
Date

Guthrie Heli-Arc, Inc.
Company Name
dba Guthrie Sales & Service

COUNTY OF ALBANY – NON - FEDERAL ENTITY CONTRACT PROVISIONS

The following provisions are required and apply when federal funds are expended by the County of Albany for any contract resulting from the RFB/P #2023-042 procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to the RFB/P # procurement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ☒ Authorized Representative's initials: WES

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 resulting from the RFB/P #2023-042 procurement process in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFB/P #2023-042 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ☒ Authorized Representative's initials: WES

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES ☒

Authorized Representative's initials: MEP

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ☒

Authorized Representative's initials: MEB

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ☒

Authorized Representative's initials: MEB

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ☒

Authorized Representative's initials: MEB

- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P #2023-042 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: YMER

- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the resulting from the RFB/P# procurement process, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: YMER

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: SMER

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES X Authorized Representative's initials: WEP

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES X Authorized Representative's initials: WEP

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: MER

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: MER

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: MER

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: WJR

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFB/P # procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: WJR

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Camera System and Trailer for Culvert Inspection
Bid Number: 2023-158

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) *None*

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.

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:
- J&J Equipment, LLC
- 8913 Terex Drive Brewerton, NY 13029
- AITN: Jared Lonergan
- Phone (315) 559-2814 Fax: (315) 699-0657
- E-mail: Jared@jandjequipment.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Camera System and Trailer for Culvert Inspection
Bid Number: 2023-158

Total Bid Price Camera System \$ 99,000.00

Make and Model Aries Pathfinder

Total Bid Price Trailer Delivered \$ Included

Make and Model Trailer Masters TM612

COMPANY: JES Equipment, LLC

ADDRESS: 8913 Terex Drive

CITY, STATE, ZIP: Brewerton, NY 13029

TEL. NO.: (315) 559-2814

FAX NO.: (315) 699-0657

FEDERAL TAX ID NO.: 16-1614072

REPRESENTATIVE: Jared Lonergan

E-MAIL: jared@jandsequipment.com

SIGNATURE AND TITLE Jared Lonergan, member

DATE 1/31/24

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.

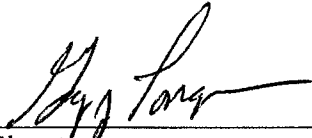
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

1/30/24
Date


Signature

member
Title

J&J Equipment, LLC
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Onondaga) SS.:

On this 30 day of JAN, 20020, before me personally appeared Glenn Longenecker to me known, who, being by me sworn, did say that he resides at (give address) 7059 Cattaraugus Crossing, Cheektowatch, NY 14024; that he is the (give title) President of the (name of corporation) JLS Equipment LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

ANDRES CANO
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01CA6053881
My Commission Expires 1/22/2027

[Signature]
Notary Public, State of NY

Qualified in Onondaga County

Commission Expires 1/22/27

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 _____

FEIN # 16-1614072

Date _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME J&J Equipment, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 16-1614072 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) JandJEquipment.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 8913 Terex Drive Brewerton, NY 13029		7. TELEPHONE NUMBER (315) 559-2814	8. FAX NUMBER (315) 699-0657
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 Name Jared Lonergan Title Product Support Representative Telephone Number (315) 559-2814 Fax Number (315) 699-0657 e-mail jared@jandsEquipment.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME George Lonergan	TITLE Member	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ 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 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:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No

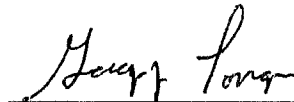
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

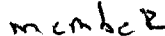
¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual,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

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

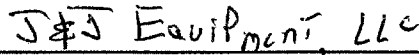
- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder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

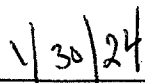


Title



Company Name

Date



COUNTY OF ALBANY – NON - FEDERAL ENTITY CONTRACT PROVISIONS

The following provisions are required and apply when federal funds are expended by the County of Albany for any contract resulting from the RFB/P #2023-042 procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to the RFB/P # procurement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ☒

Authorized Representative's initials: CSL

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 resulting from the RFB/P #2023-042 procurement process in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFB/P #2023-042 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ☒

Authorized Representative's initials: CSL

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES ☒

Authorized Representative's initials: GSL

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ☒

Authorized Representative's initials: GS

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ☒

Authorized Representative's initials: GS

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ☒

Authorized Representative's initials: GS

- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P #2023-042 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ☒

Authorized Representative's initials: MSL

- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the resulting from the RFB/P# procurement process, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ☒

Authorized Representative's initials: MSL

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: CSL

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: GJL

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: GJL

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: CSL

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: CSL

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: CSL

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: DL

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFB/P # procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ☒ Authorized Representative's initials: DL

Albany County Request for Contract Approval

Contract #	2024-1655
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	G8130 - Sewage Treatment
Date Submitted	Thursday, February 1, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	GAMMIE AIR MONITORING, LLC 16 PROGRESS CIRCLE SUITE 1B, NEWINGTON, CT 06111
Estimated Amount	\$25,000.00
Estimated Term	2/15/2024 to 3/15/2024 (Approximately 1 months)
Scope of Services	NP INCINERATOR RETEST FOR DIOXINS AND FURANS
Budget Line Item	GG8130 - 2 - 44047
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

February 1, 2024

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Joanne Cunningham
Chairwomen
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: Emergency Incinerator Air Compliance Testing
Gammie Air Monitoring LLC**

Dear Contract Administration Board,

The Water Purification District (District) is requesting an emergency contract authorization with Gammie Air Monitoring to conduct additional air compliance testing as requested by NYSDEC. The North Plant incinerator conducted an air emission test on November 2, 2023 specific to dioxin and furans and the furan levels were above the allowable threshold, requiring retesting under the EPA Title V air emission regulations.

The cost to retest is estimated to be \$25,000 and will be done on an emergency basis to ensure testing can be completed in the February. The contract will be for a one month term set to run from February 15, 2024 through March 15, 2024.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Emergency Contract

Cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst

ALBANY COUNTY
CONTRACT FOR EMERGENCY SERVICES

1. Department Requesting Contract: Water Purification District

County Representative requesting contract:

Angelo Gaudio Date: 1/29/24

2. Name of Vendor: Gammie Air Monitoring, LLC

Address: 16 Progress Circle Suite 1B
Newington, CT 06111

Telephone # 860-757-3340 Fax # 860-757-3341

Federal Tax I.D. # (or Social Security #) 74-3055221

Note: This is required for payment of invoices

3. Description of services being provided (BE SPECIFIC):

North Plant Incinerator retest for dioxins and furans as outlined in the proposal
receieved via email on 1/26/2024 from Gammie Air Monitoring.

4. Price to be paid less taxes. This must include ALL incidental costs: ie: travel, lodging etc.

\$ _____ / Per _____ (hour, day, job) Total amt. \$ NTE \$25,000

5. Start date: 2/28/2024 Completion date: 2/29/ 2024

6. Copy of Vendor's Insurance - *Note: Insurance certificates are required prior to any Purchase Order or Contract being issued or any work being started. The vendor is responsible for maintaining current insurance documentation on file with the County.*

By signing below, the Vendor agrees:

1. That the information contained in paragraphs 3 through 6 above is true and correct, that the services to be provided by the Vendor are accurately described above, and that the Vendor shall provide the services described above on the terms and conditions contained in this agreement.

2. Should Vendor's required insurance be cancelled, Vendor shall submit the insurer's notice of cancellation to the County within two (2) business days of receipt.

3. In addition to, and not in limitation of, the insurance requirements contained in Schedule "A" attached hereto and made a part hereof, the Vendor agrees to the fullest extent of the law:

- a) The Vendor shall defend, indemnify and save harmless the County of Albany, 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 Vendor, its agents or employees, to the extent of its or their responsibility of such claims, damages, losses or expenses; and
- b) The County may terminate this agreement if Vendor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if Vendor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, rules or regulations or orders of a public entity having jurisdiction over the work, or if Vendor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Vendor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine. The Vendor may terminate this agreement if the County is substantially in breach of it.
- c) Pursuant to §109 of the General Municipal Law, the Vendor 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.
- d) Vendor 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. Vendor shall retain such records for six (6) years after final payment or termination of this agreement and shall make such information available to the County and authorized State and/or Federal personnel during such period.
- e) If Vendor is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not the work is in fact beyond the scope of this agreement and whether or not it constitutes extra work. If the County determines such work constitutes extra work, it shall provide extra compensation to Vendor on a negotiated basis.
- f) Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this agreement.
- g) This agreement may only be modified by a formal written amendment executed by the parties.
- h) This agreement shall be governed by and construed in accordance with the laws of the State of New York. The Vendor agrees that the designated venue is Albany County, New York.

The above information will be used by the County to generate a purchase order for the services described. No services included as a part of this form are to be provided to the County prior to the receipt of a purchase order by the vendor. If you have any questions concerning this form, please call the Albany County Purchasing Department at (518) 447-7140.

Vendor Signature

Date

Vendor Name Printed

SCHEDULE "A"
INSURANCE COVERAGE

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 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.
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



**GAMMIE AIR
MONITORING, LLC**

**16 Progress Circle, Suite 1B
Newington, CT 06111
860-757-3340**

VIA EMAIL (PDF)

1 February 2024

Mr. Angelo Gaudio, P.E.
Executive Director
Albany County Water Purification District
1 Canal Road, South
Albany, New York 12204

Re: Stack Test Proposal
Retest North Plant #2
Compliance Test Program
GamAir Proposal No.: 795-2401

Dear Mr. Gaudio:

Gammie Air Monitoring, LLC (GamAir) is pleased to present this proposal to Albany County Water Purification District (ACWPD) for an air emissions compliance retest program at your facility located in Menands, New York. Emissions from the North Plant #2 sludge incinerator will be sampled and analyzed for dioxin-furan emissions on the outlet of the scrubber stack. Oxygen and carbon dioxide will also be measured simultaneously with the D/F tests. This proposal is based upon the recent request from Tyler Masick.

Scope of Work

The proposed test schedule, test parameters, sampling methods, number of test runs, estimated onsite hours, and delivery of final reports are shown in Table 1. Sampling will occur during normal plant operations, which is 85 percent or greater of its maximum rated capacity. GamAir will provide the professional expertise, equipment, and manpower required to successfully complete this test program. The compliance test report will meet the requirements of the NYDEC.

Funding

GamAir's firm fixed funding for the compliance test program as proposed in Table 1 is \$21,760. This funding includes: a pretest protocol cover letter, one mobilization, labor, expedited laboratory analysis, travel, subsistence, demobilization, and final report in PDF format. This proposal is valid for ninety (90) days after the proposal issuance date. Payment terms are Net 30 days with invoicing occurring at the following milestones.

- 25% upon completion of the test protocol
- 75% upon completion of all field testing

Client/Facility Responsibilities

GamAir is requesting that ACWPD furnish: 1) all sampling ports, loosened prior to arrival, platforms, monorail supports, and safe access to them; 2) necessary electric power (one 50-amp circuit, 208V, NEMA 14R-50 receptacle); and 3) process operating and control system data in sufficient detail to perform calculations that meet permit and regulatory agency requirements. Should a manlift or scaffolding be required they will need to comply with daily OSHA safety regulations. Should an unsafe work environment be present GamAir reserves the right to shut down all work until the problem is resolved.

Additional Charges

In the event GamAir is required by ACWPD to perform additional testing or GamAir cannot test during the scheduled work hours due to causes beyond GamAir's control (i.e. client's process/equipment problems, inclement weather, unscheduled meetings, etc.) ACWPD agrees to pay a standby fee of \$155 per person per hour and \$1,500 per day for onsite equipment, plus expenses. If delays result in a complete down day, ACWPD will be billed a minimum of eight (8) hours. If delays result in an additional night(s) of lodging, then lodging costs will be billed at cost plus 15 percent. Daily per diem will also be billed at \$85 per person per day.

For your convenience GamAir can provide and ship a NEMA 14R-50 receptacle for an additional \$150, **(this should be onsite from last stack test)**. Should improper trailer power be provided on setup the standby rate will apply until electrical issues are resolved. Any alterations to GamAir electrical equipment or hardwiring into the facility will incur a \$500 maintenance fee.

ACWPD may be invoiced for work performed on the weekends (Saturday and Sunday) and holidays. A surcharge of \$500 per person will be added for each day (weekend or holiday) onsite work is performed.

GamAir personnel are required to abide by US Department of Transportation (USDOT) regulations. GamAir personnel are limited, by law, to a maximum of fourteen (14) hours per workday including travel time, and a maximum of seventy (70) hours in an 8-consecutive day period. Off duty time must include ten (10) consecutive hours each day. If GamAir personnel reach the allowable work and/or driving hour DOT limits due to causes beyond their control

Mr. Angelo Gaudio

1 February 2024

Page 3

(including but not limited to inclement weather and process/control system malfunction) and an additional day of onsite or travel time is required, charges above the original firm fixed price

may be incurred. GamAir's standard employee standby and per diem rates will apply when billing the additional time.

Once scheduled, ACWPD may also be invoiced for a lump sum for postponing or canceling this project within 10 business days of the scheduled date of arrival. The postponement/cancellation fee schedule is as follows:

- 6-10 business days 15% of total project cost
- 2-5 business days 30% of total project cost
- 1 business day 50% of total project cost

If this proposal is acceptable, please indicate by signing and returning one copy to our office via email.

Thank you,

Gammie Air Monitoring, LLC



John S. Gammie

Program Manager

GamAir Proposal No. 795-2401 acceptance. I have reviewed and accept this Proposal and Terms & Conditions. By signing below, I authorized GamAir to proceed with this project.

Signature: _____

Name: _____

Title: _____

Date: _____

Table 1 Proposed Test Schedule Albany County Water Purification District Compliance Test Program Menands, New York				
Location/Event	Parameter	Sampling Method	Number of Test Runs	Test Run Sampling Time
Day 1	Submit pretest protocol addendum letter to VTDEC.			
Day 10 – (2-3 hours onsite)	Travel to ACWPD – Menands North plant and setup test equipment.			
Day 11 - Scrubber Outlet (8 hours onsite)	Dioxin/Furans O ₂ /CO ₂	EPA Method 23	3	60 min. each
		EPA Method 3A	3	60 min. each
Day 11 - PM	Demobilize equipment and travel to Newington, CT.			
Day 12	Submit samples to courier standing by at GamAir Office			
*Days 5-6 after lab receives samples	Submit draft report to ACWPD.			
Day 20	Submit Final Report to ACWPD & NYDEC			

Estimated days are business days.

Albany County Request for Contract Approval

Contract #	2024-1657
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, February 2, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	CORROSION PRODUCTS & EQUIPMENT 110 ELMGROVE PARK, ROCHESTER, NY 14624
Estimated Amount	\$69,625.00
Estimated Term	2/15/2024 to 8/15/2024 (Approximately 6 months)
Scope of Services	REMOVAL AND INSTALLATION OF A NEW EPOXY TANK LINER FOR 3 POLYMER TANKS
Budget Line Item	GG8130 - 2 - 44071
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

February 2, 2024

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Joanne Cunningham
Chairwomen
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB 2024-003 North & South Plant Polymer Tank Relining
Corrosion Products & Equipment (CPE)**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to CPE for a total not to exceed amount of \$69,625, which includes a \$5,000 contingency allowance. A contract term of 6 months is estimated and is scheduled to run from February 15, 2024 through August 15, 2024. Work shall include the removal and installation of a new epoxy tank liners for three polymer tanks.

Three bids were received and CPE was the lowest responsible bidder. The bid tabulation is attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

A handwritten signature in black ink, appearing to read "Angelo Gaudio". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation

cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst



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: Angelo Gaudio
Executive Director Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 2, 2024

RE: RFB #2024-003

I am in receipt of your recommendation to award the aforementioned to Corrosion Products & Equipment Inc. (CPE) in the amount of \$69,625.00.

As Corrosion Products & Equipment Inc. (CPE) 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
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2024-003 North and South Plant Polymer Bulk Storage Tank Liner Replacement

Date: February 2, 2024

The Water Purification District completed its review of the three bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Corrosion Products & Equipment Inc. (CPE).

The contract term is estimated at 6 months for completion of work. The estimated annual contract amount is \$69,625.

Please return your notice of concurrence so that I may submit this award request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

AG

North and South Plant Polymer Bulk Storage Tank Liner Replacement			
RFB-2024-003			
	CPE	Frank J. Ryan & Sons	CTI
Lump Sum Base Bid	\$ 64,625.00	\$ 157,938.00	\$ 90,848.00
Contingency Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BID	\$ 69,625.00	\$ 162,938.00	\$ 95,848.00

Albany County Request for Contract Approval

Contract #	2024-1608
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Thursday, January 4, 2024
Contact Person	DeGaetano, Laura
Contact Phone	() -518
Vendor Info	Hudson Valley Agribusiness Development Corporation 507 Warren St. 2nd Floor, Hudson, NY Zip C12534
Estimated Amount	\$25,000.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	HVADC will provide programs to county farmers and municipalities that are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, and agricultural development support. This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is budgeted in the 2024 budget.
Budget Line Item	AA8020 - 2 - 44465
Fiscal Impact	County: 25,000.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

1A1

Albany County
Department of Economic Development, Conservation and Planning
112 State Street, Room 1310
Albany, NY 12207-2021
Telephone: (518) 447-5670
<http://www.albanycounty.com>

MEMORANDUM

TO: Contract Administration Board
CC:
FROM: Laura DeGaetano
DATE: January 2, 2024
RE: CAB Review
SUBJECT: Partnership Renewal with Hudson Valley Agribusiness Development Corporation

Please find attached materials supporting a funded partnership with Hudson Valley AgriBusiness Development Corporation (HVADC). This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is currently budgeted for in the Department's 2024 budget.

As a partner, HVADC will provide programs to county farmers that are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, and agricultural development support.

If you have any questions about the proposal or require additional information, please feel free to contact me at your convenience at 447-5670.



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: Laura DeGaetano
Economic Development Conservation and Planning

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: January 2, 2024

RE: Sole Source Letter

I am in receipt of your sole source letter for Hudson Valley Agribusiness Development Corporation.

I approve this sole source and concur with your contract recommendation in the amount of \$25,000 to Hudson Valley Agribusiness Development.

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

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: Economic Development Conservation + Planning

Contact Name: Laura DeGaetano

Phone #: 518-447-5670

Requisition #: N/A contract 2022-662

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

As recommended in the 2018 Agricultural and Farmland Protection Plan adopted by the County Legislature, Albany County contributes \$25,000 as a funding partner to Hudson Valley Agribusiness Development Corp. HVADC provides programs + assistance to County farmers including technical support, planning + business development.

Detail how this/ these product(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)

HVADC, through a variety of consulting, training and funding programs assists new + existing agri businesses by providing technical + business resources. (see attached brochure)

Vendor Name: Hudson Valley Agribusiness Development Corporation

Vendor Address: 507 Warren St. 2nd Fl. Hudson, NY 12534

Phone: 518-432-5360

Fax: _____

Product Needed by date: 1/1/23

Estimated Total Dollars for this procurement: \$ 25,000

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.)

The partnership with HVADC was specifically identified in the adopted county Ag + Farmland Protection Plan. The plan references the unique programs + services of HVADC. There is no known entity in the region that provides this suite of support services to farmers. (see attached)
HVADC is the sole economic development agency with a specific focus on the agricultural economy in the Hudson Valley

Department Head or Designee:

Laura DeGaetano

Signature:

Laura DeGaetano

Hudson Valley Agribusiness Development Corporation Budget Summary

At the end of 2018, Albany County approved an updated County Agricultural and Farmland Protection Plan (AFPP). Among the recommendations adopted in the plan, was that the County become a member of Hudson Valley Agribusiness Development Corporation. This membership would provide farmers with access to a suite of business development and farmland protection support services. The membership cost is \$25,000/yr. Staff resources are not currently available in-house to provide economic development assistance to the agriculture sector or implement the economic development recommendations established in the Agricultural and Farmland Protection Plan, so sharing membership in an established regional program is a practical option.

The following are excerpts from the County AFPP explaining the recommendation for HVADC membership.

Improve Access to Entrepreneurial Services

With the level of diversification in the local production sector, farm operators, particularly beginning farmers, will demand business development services that wrap around existing support programs. Counties with similar issues have taken two basic approaches to address the issue.

The first is to embed an agricultural entrepreneurship program within an existing economic development office or business incubator. The second is to join a regional agricultural business development support organization. Generally, the second option allows for a higher service level to be offered to entrepreneurs since the operating overhead is spread out over a larger area and most technical and professional services can be delivered virtually.

Hudson Valley Agribusiness Development Corporation Membership

One of the nation's best-known agribusiness development programs, the Hudson Valley Agribusiness Development Corporation, operates in the region and is currently providing services in the Capital District to Washington, Rensselaer, Green, and Columbia Counties. Its services include a virtual agribusiness incubator, and agribusiness and food industry accelerator program, food hub development support, business planning, feasibility studies, and professional and technical service support in legal, accounting, marketing, finance, product development, food safety, process design, and brand development. It is in the best interest of Albany County to join the HVADC business support network thereby launching a full suite of wraparound services without the necessity of building such a network from scratch.

The following is a summary of main HVADC programs and funding partners. In addition to providing to the individualized business services below, they also support programs to provide fresh food to underserved communities and institutions.

Services include:

- Comprehensive Business Planning
- Strategic Planning for Growth and Development
- Analysis and Projections
- Marketing and Promotion
- Project Planning
- Matchmaking Services
- Food Safety Certification/Planning/Permitting
- Value-Added Infrastructure
- Grant Writing
- Farm Transfer
- Land Access
- Production Diversification
- Local Product Sourcing

AND MORE

Administers the **Agriculture Loan Fund** Program which provides access to capital for small agribusinesses that otherwise may face limited opportunities. The Agriculture Loan Fund Program was developed to help the State's value-added processors, farms, food distribution companies, food aggregators, craft beverage producers, regional Food Hub participants and more, with the expansion of their businesses. Through the New York Job Development Authority (JDA), which operates under Empire State Development (ESD), \$10 million in funding is available to assist small agribusinesses across the state access low-interest loans ranging from \$50,000 to \$200,000 that are distributed through third-party lenders such as HVADC.

In addition to serving as the third-party lender to administer the Agriculture Loan Fund, HVADC is able to work with clients to complete their application, connect applicants with required resources or advisors to execute their projects, assist with business development consultation, solutions and more.

Incubator Without Walls

Operating an agriculture business in today's global marketplace requires strong entrepreneurial skills and a constant source of product, process and service innovation to remain competitive. Qualified businesses that are admitted into the program can tap into a wide range of services to accelerate their growth and increase their chances of long-term success.

The **HVADC Farm and Food Funding Accelerator** is an intensive mentoring and training program for Hudson Valley farmers and food entrepreneurs seeking to scale their business, gain access to capital, and build sales. Over the course of six to eight months, participants will engage in a series of one-on-one mentoring sessions, group interaction and industry networking events to learn how to talk to investors, discover new market opportunities, and pitch to potential funders in spring 2019.

Current projects and regional initiatives which support the agricultural industry and expand the market for local farmers <https://www.hvadc.org/projects--initiatives>

Funding Partners (Four IDAs, Two Planning Departments)

Agricultural Stewardship Association
Columbia County Planning Department
Dutchess County Industrial Development Agency
Local Economies Project of the New World Foundation
Orange County Industrial Development Agency
Rensselaer County Industrial Development Agency
Sullivan County Funding Corporation
Ulster County Industrial Development Agency
Washington County Planning Department

In addition, the following public and private grant-making entities have provided generous financial support to HVADC:

USDA Rural Development
US Small Business Administration
US Department of Commerce E.D.A.
NYS Department of Agriculture and Markets
Empire State Development Corporation

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION
FOR THE PROVISION OF PROGRAMS TO PROMOTE
ENTERPRISES AMONG COUNTY FARMERS

Contract No. 2022-662

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Hudson Valley Agribusiness Development Corporation, a New York not-for-profit corporation with a principal address at 507 Warren Street, 2nd Floor, Hudson, New York 12534 (hereinafter, the "Contractor"). The County and the Contractor may be referred to individually as a "[p]arty" and collectively as the "[P]arties."

W I T N E S S E T H:

WHEREAS, the County has a vested interest in promoting and encouraging farm and farm-related enterprises throughout Albany County to effectively marshal and utilize technological, organizational, and funding opportunities to improve and expand those enterprises; and

WHEREAS, the Contractor's mission is to develop and provide innovative solutions that create dynamic agricultural entrepreneurship and enhance economic growth in the Hudson Valley, and supporting policies and regulations that recognize and support New York State's agricultural economy; and

WHEREAS, the Contractor has offered to provide services to establish the relationship between the County and the Contractor and;

WHEREAS, recognizing the importance of farming and related agricultural businesses, the County has accepted the offer of the Contractor; 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; and the Contractor's Proposed Agreement, which is incorporated by reference and made a part hereof.
- 1.2 In the event of any discrepancy, disagreement, or agreement 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 Contractor's Proposed Agreement.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide programs and services to Albany County Farmers that are designed to support growth and development of agriculture and related industries. These services shall include:

1. Providing technical assistance to farmers and farm-related/farm-dependent businesses applying for funding or implementing awards from various public and private sources including but not limited to: USDA Value Added Grant, USDA Rural Business Enterprise Grants, SBA, EDA, NYS Consolidated Funding Applications, etc.
2. Providing planning services to local farmers and farm-related/farm-dependent business seeking to diversify production.
3. Providing expansion counseling to local farmers and farm-related/farm-dependent businesses seeking to add process capacity and expand operations to make room for the next generation.
4. Supplying new farm and farm-related/farm-dependent businesses referrals for site search selection opportunities to locate in Albany County.
5. Providing referrals to the County's Industrial Development Agency (IDA) for consideration of funding support.
6. Providing representation and technical support to ensure farms and farm-related/farm dependent business interests are included in NYS Regional Economic Development Councils' plans and implementation.
7. Providing local farm product sourcing for regional commercial and institutional buyers.
8. Providing development and promotion of farm and local business sourcing to support agri/culinary-tourism and educate the community members and markets of the role local sourcing plays in economic development through the Hudson Valley Bounty Program and regional branding.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS (US currency) as full compensation for all services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment in full shall be due upon full execution of this Agreement. Payment shall be made upon Contractor having submitted to the Albany County Department of Economic Development, Conservation and Planning a duly executed Albany County Claim Form and voucher. Upon acceptance of Contractor's claim form, it shall be forwarded to the Albany County Comptroller and payment rendered.

ARTICLE 5. TERM OF THE AGREEMENT

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

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 The County shall have the right at any time to terminate this Agreement by written notice of such termination provided to Contractor by the County. In the event of such termination of this Agreement, Contractor shall be entitled to compensation for all work heretofore authorized and performed pursuant to this Agreement. In the event that compensation to Contractor and reimbursement to the County cannot be determined on the basis of services having been performed, then and in that event, reimbursement shall be made on a pro-rata basis based upon the date of termination.
- 6.2 In the event of a breach by Contractor of any of the terms of this Agreement, 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.

ARTICLE 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 by the Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. ACCOUNTING RECORDS

- 18.1 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.
- 18.2 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.
- 18.3 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 19. 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 20. 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 21. LICENSES

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

ARTICLE 22. 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 23. 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 24. 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 25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 26. 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 27. MODIFICATION

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

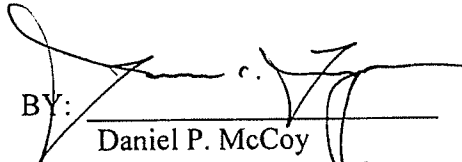
ARTICLE 28. EXECUTION OF DOCUMENTS

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.

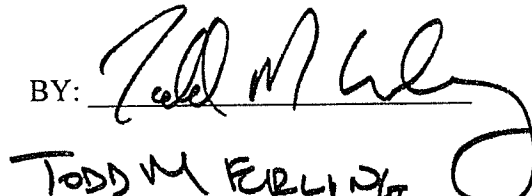
COUNTY OF ALBANY

DATED: 1/19/2023

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

HUDSON VALLEY AGRIBUSINESS
DEVELOPMENT CORPORATION

DATED: 1/5/23

BY: 
TODD M. FERLING
Exec. Director
HVADC

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 19th day of January, 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: 02CO4903817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 05 day of JAN., 2023, before me, the undersigned, personally appeared TODD M. FERLUGA, 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

DIANE C. DRATZ
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN COLUMBIA COUNTY NO. 01DR6132170
MY COMMISSION EXPIRES AUGUST 22, 2025

SCHEDULE A

INSURANCE COVERAGE

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 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.
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	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

Albany County Request for Contract Approval

Contract #	2024-1638
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6119 - Children, Youth & Families
Date Submitted	Friday, January 26, 2024
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	IMA Systems LLC 32 Broadway Ste 614, New York, NY 10004
Estimated Amount	\$22,000.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Subscription and license agreement for operation of patient and billing software
Budget Line Item	AA6119 - 2 - 44041
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3RD SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Renewal Request for IMA Systems LLC

DATE: January 31, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract renewal with IMA (Information Management Associates) Systems LLC, for a subscription and license agreement for the operation of patient and billing software. The requested contract term is for January 1, 2024 – December 31, 2024, for the amount not to exceed \$22,000.

Please call me at 447-7306 if you have any questions.

Enclosure



December 31, 2023

Albany County Department of Children Youth & Families
112 State Street, Suite 300
Albany NY 12207

Dear Sir or Madame:

Reference is made to the Subscription and Support Agreement, dated January 1, 2018 (the "Agreement"), by and between you, as Client, and the undersigned, IMA Systems LLC. Pursuant to Section 3.l(d) of the Agreement, the undersigned proposes to amend and replace Sections I Exhibit D to the Agreement as set forth below. Pursuant to Section 3.l(d), these new pricing terms will take effect on the later of (i) the first of the new year or (ii) sixteen days after the date hereof, unless you provide written notice to the undersigned that the new pricing terms are not accepted and elect to terminate the Agreement effective December 31, 2023. The provision of all products and services listed herein shall remain otherwise subject to the terms and conditions of the Agreement, including the terms of payment set forth in Section 3.

I. Monthly Subscription Fees.

Product/Service	No. of Users	Per unit	Total
imaServe subscription	12	109.00	\$ 1,308.00
ePrescribing Prescribers	2	60.00	\$ 120.00
ePrescribing EPCS	2	15.00	\$ 30.00
ePrescribing Non prescribers	0	7.50	\$ 0.00
imaServe web hosting	.15	1,500.00	\$ 225.00
Total Monthly			\$ 1,683.00

We encourage you to review the revised pricing terms and the terms of the Agreement at your earliest convenience. Kindly confirm receipt of this letter by signing below where indicated and returning a copy to the Company at your earliest convenience.

Sincerely,

Barry Samel, President IMA Systems LLC

Acknowledgement of Receipt

By: _____

Name and Title:

Albany County Request for Contract Approval

Contract #	2024-1637
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	Sole Source
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Friday, January 26, 2024
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	James McGuinness & Associates 1482 Erie Boulevard, Schenectady, NY 12305
Estimated Amount	\$27,996.00
Estimated Term	4/1/2024 to 3/31/2025 (Approximately 11 months)
Scope of Services	Software and Support for Third Party Insurance Billing pertaining to the Preschool/Related Services program.
Budget Line Item	AA2960 - 2 - 44021
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for James McGuinness & Associates

DATE: January 31, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The requested agreement is for the term of January 1, 2024 – December 31, 2024 for an amount not to exceed \$ 27,996.00.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a renewal of a contractual agreement with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2024 through March 31, 2025 for an amount not to exceed \$27,996.

The Department has been using this proprietary Software Program for over ten years. New York State utilizes this program and the Contractor is considered a fiscal agent for New York State. The Contractor trains our Preschool/Related Services Providers to utilize the program. The Software tracks children and services and does Cost reporting for the County.

The program shows what has been denied by NYSED so that we can correct errors and maximize reimbursements. It is also the mechanism for developing the AVL (Automated Voucher Listings) which are the documents utilized by municipalities to process claims for preschool evaluations and services for reimbursement from NYSED.

Albany County Request for Contract Approval

Contract #	2024-1642
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A6119 - Children, Youth & Families
Date Submitted	Monday, January 29, 2024
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$30,000.00
Estimated Term	4/1/2024 to 3/31/2025 (Approximately 11 months)
Scope of Services	Specialized Independent Living Skill Services as per the Chafee Act for 20 slots at a monthly cost of \$2500 and a total contract not to exceed \$30,000.
Budget Line Item	AA6119 - 2 - 44046
Fiscal Impact	County: 8.00% State: 12.00% Federal: 80.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for St. Anne Institute for the Provision of Specialized
Independent Living Skills Services as per the Chafee Act

DATE: January 31, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The terms of the contract are April 1, 2024 through March 31, 2025 for an amount not to exceed \$30,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with St. Anne Institute, Inc. for the Provision of Specialized Independent Living Skills Services as per the Chafee Act.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual agreement with St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The requested contract term will be April 1, 2024 – March 31, 2025 in the amount not to exceed \$30,000.

The Department issued a Request for Proposals for Specialized Independent Living Skills Services as per the Chafee Act. *RFP-2023-046* on April 6, 2023. There was only one proposer who responded to this RFP—St. Anne Institute (SAI). SAI will provide Specialized Independent Living Skill Services as per the Chafee Act to serve 12-15 youths at a monthly cost of \$2500 and a total contract not to exceed \$30,000.

Research shows that children aging out of the foster care system are at increased risk of poverty, homelessness, addiction and incarceration in the adult system. Furthermore, these youth more often than not are left to fend on their own, attempting to locate affordable housing, find employment and navigate through the complex maze of the local social services system.

In recognition of the need to do a better job in creating a supportive bridge to adulthood, the Chafee Act was passed into law by the federal government in 1999. The primary goal of the Chafee Act is to help former foster children between the ages of 18 and 21 years of age to continue their education, obtain employment skills, and continue the development and utilization of necessary life skills to successfully transition to self-sufficiency. Chafee legislation mandates that local districts maintain “supervision” of these youth until their 21st birthday. Supervision includes maintaining caseworker contacts and linking the youth to appropriate resources.

SAI is required to participate in each youth transitional plan meeting at age 17 years 6 months and maintain at least bi-monthly face-to-face contact with the youth until discharge, unless otherwise approved by THE DEPARTMENT’S case managers’ supervisor.

SAI will provide:

- An individualized case management model for the population of youth identified (18-21) with an emphasis on capacity to assist youth in securing stabilized housing, health insurance, medical care, educational/vocational/employment linkages, mental health supports, substance abuse services as necessary in order to maintain successful self-sufficiency;
- a comprehensive menu of service options which include individualized meetings;
- emergency supports available to the youth 24 hours a day, 7 days per week

Service Area Goals:

- 90% of youth will be engaged face to face prior to and/or on the day of discharge from foster care
- 90% of youth will be successfully engaged in an educational/vocational/employment program within one month of discharge
- 90% of youth will be able to identify two (2) natural supports in the community who can be used in times of a crisis and when after care services end
- 90% of youth will have stable and safe housing within one month of discharge
- 90% of youth will maintain stable and safe housing for at least six consecutive months