

Albany County Request for Contract Approval

Contract #	2024-1738
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3110 - Sheriff
Date Submitted	Tuesday, March 5, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Mohawk Chevrolet 639 State Route 67, Ballston Spa, NY 12020
Estimated Amount	\$43,550.33
Estimated Term	3/1/2024 to 2/28/2025 (Approximately 11 months)
Scope of Services	Purchase 2024 Chevrolet Colorado to be used within the Albany County Sheriff's Office.
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

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: March 6, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase (Contract Request 2024-1738)

Briefly, this request is to purchase a vehicle from Mohawk Chevrolet for the Albany County Sheriff's Criminal Investigations Unit utilizing a RFB #2023-032 NYS Vehicle Market Place.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael S. Monteleone
Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 4, 2024

RE: RFQ #2024-032

I am in receipt of your recommendation to award the aforementioned to Mohawk Chevrolet in the amount of \$43,550.33.

As Mohawk Chevrolet 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.

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff 

RE: RFB #2023-032 NYS Vehicle Market Place

DATE: March 4, 2024

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Mohawk Chevrolet the lowest vendor to submit a bid for the vehicle requested to purchase.

2023-032 NYS Vehicle Market Place
2023 Chevrolet Colorado

Vendor	Websmart Chevrolet Bob Johnson Auto	Mohawk Chevrolet	Smithtown Nissan	Smithtown Auto Tantillo Auto
Vehicle Make & Model	2024 Chevrolet Colorado 4WD Sterling Gray	2024 Chevrolet Colorado 4WD Sterling Gray	2023 Nissan Frontier 4x4 Glacier White	2024 Nissan Frontier Pro 4WD Gray
Total Bid Amount	\$ 44,719.76	\$ 43,550.33	\$ 43,406.44	\$ 45,133.57



Vehicle Locator

Dealer Information

MOHAWK CHEVROLET
639 STATE ROUTE 67
BALLSTON SPA, NY 12020
Phone: 518-371-5400
Fax: 518-371-7464

DGVC1K

Model Year: 2024

Make: Chevrolet

Model: Colorado

14G43-Z71 Crew Cab

PEG: 4Z7-Z71 Option Package 4WD

Primary Color: GXD-Sterling Gray Metallic

Trim: HZY-Jet Black / Adrenaline Red, Cloth / Evotex

Engine: L3B-Engine: 2.7L TurboMax

Transmission: MFC-Transmission, 8-Speed Automatic

Event Code: 3300-Order Scheduled for Production

Order #: DGVC1K

MSRP: \$46,085.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

All Options

4Z7-Z71 Option Package 4WD	719-Seat Belt Color, Black
A28-Rear Sliding Window	A2X-Seat Adjuster, Driver 8-way Power
A50-Seats, Front Bucket	A91-Remote Locking Tailgate
AL9-Seat Adjuster, Power Driver Lumbar Control	B26-Safety Package
B30-Floor Covering, Carpet	B34-Front Floor Mats, Carpeted
B35-Rear Floor Mats, Carpeted	BCP-Cover Engine, Appearance
BDR-Locking Cylinder	BPC-StowFlex Tailgate, Storage Compartment
BTV-Remote Vehicle Start	BW5-Black Exterior Molding, Beltline
C49-Electric Rear Window Defogger	CJ2-Air Conditioning, Dual-Zone Automatic Climate Control
CWM-Technology Package	D75-Exterior Door Handles, Body Color
DD8-Interior Auto-Dimming Rearview Mirror	DLF-Mirrors, Outside Heated Power-Adjustable
G80-Automatic Locking Rear Differential	GU6-Rear Axle, 3.42 Ratio
GXD-Sterling Gray Metallic	HZY-Jet Black / Adrenaline Red, Cloth / Evotex
JL1-Trailer Brake Controller, Integrated	K4C-Wireless Charging
KA1-Heated Seats, Front	KC9-Power Outlet, 120-volt, Bed-Mounted
KSG-Adaptive Cruise Control	KW5-Alternator, 220 amps
L3B-Engine: 2.7L TurboMax	MFC-Transmission, 8-Speed Automatic
NCH-Door Locks, Rear Child Security	NE1-CT/DE/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA
PCX-Z71 Convenience Package II	PED-Chevy Safety Assist
PPA-EZ-Lift and Lower Tailgate	PPW-Wireless Phone Projection
PRF-3 Years of OnStar Remote Access	PZ8-Hitch View
PZI-Wheels, 18" X 8.5", Android Dark Full Gloss Aluminum	Q2P-Tires, 265/65R18 All-Terrain, BW, 32" OD
RM7-Spare Wheel, 17 x 8.0 Steel	T40-Fog Lamps, Front LED
U1D-Trailer App	U2K-SiriusXM Satellite Radio
UBI-USB Ports, Rear, Dual, Charge-Only	UD7-Rear Park Assist
UE1-OnStar and Chevrolet Connected Services Capable	UEU-Forward Collision Alert
UFB-Rear Cross Traffic Braking	UHY-Automatic Emergency Braking
UKK-Rear Pedestrian Alert	UKW-Blind Zone Steering Assist with Trailing
UQA-Bose Sound System, Premium 7-Speaker System	URL-11.3" Diagonal Advanced Color LCD Display with Google
UV2-HD Surround Vision	VK3-Front License Plate Kit
VV4-Communication Equip Mobile Internet Connectivity	WLD-Windows, Remote Express Down All Windows
XCQ-Tire, Spare 265/70R17SL All-Season, Blackwall	Z82-Trailer Package
ZL6-Advanced Trailing Package	

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: March 6, 2024
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: Inmate Clothing, Contract Request #2024-1741

Briefly, this request is to renew an additional year for our Inmate Clothing with Bob Barker. This term will be January 1, 2024 thru January 1, 2025. The vendor has agreed to extend pricing.

Albany County Request for Contract Approval

Contract #	2024-1741
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	A3150 - Correctional Facility
Date Submitted	Wednesday, March 6, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Bob Barker Company, Inc. 7925 Purfoy Road, , Fuquay Varina, NC 27526
Estimated Amount	\$23,000.00
Estimated Term	1/1/2024 to 1/31/2025 (Approximately 12 months)
Scope of Services	Purchase Inmate Clothing at the Albany County Correctional Facility.
Budget Line Item	AA3150 - 2 - 44201
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

Harris, Tina

From: Becca Miller <rebeccamiller@bobbarker.com>
Sent: Friday, February 9, 2024 12:22 PM
To: Shea, Maureen
Cc: McMillan, Danielle; Harris, Tina
Subject: RE: bid renewal

Good Afternoon Maureen,

Yes, we would like to renew an additional year and can extend our bid prices through January 2025 with the County.

Please let me know if you need any additional information.

Thank you and have a great day,

Becca Miller | Contract Specialist
P: 800.334.9880 D: 919.346.2133

Bob Barker Company

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Friday, February 9, 2024 9:53 AM
To: Becca Miller <rebeccamiller@bobbarker.com>
Cc: McMillan, Danielle <Danielle.McMillan@albanycountyny.gov>; Harris, Tina <Tina.Harris@albanycountyny.gov>
Subject: bid renewal

[** This email is from an external source: EXERCISE CAUTION! **]

Good morning Rebecca, the original bid terms and conditions of RFB-2022-120 Inmate Clothing, provided for an optional one year renewal period through January 2025. Please let me know if you are willing to extend your awarded bid prices through January 2024 Thank you for your prompt response.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com



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RFB #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility
Bid Tabulation

Item #1: Work Shirts, V Neck, Striped Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 75.20	30-95 days	No Bid	
Medium	\$ 75.20	30-95 days	No Bid	
Large	\$ 75.20	30-95 days	No Bid	
X-Large	\$ 75.20	30-95 days	No Bid	
2X-Large	\$ 75.20	30-95 days	No Bid	
3X-Large	\$ 81.78	30-95 days	No Bid	
4X-Large	\$ 85.30	30-95 days	No Bid	
5X-Large	\$ 85.30	30-95 days	No Bid	
6X-Large	\$ 89.58	30-95 days	No Bid	
8X-Large	\$ 89.58	30-95 days	No Bid	

Item #2A: Work Pants, Slip-On, Solid Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mimi Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 94.68	7-30 BD	\$ 75.00	
Medium	\$ 94.68	7-30 BD	\$ 75.00	
Large	\$ 94.68	7-30 BD	\$ 75.00	
X-Large	\$ 94.68	7-30 BD	\$ 75.00	
2X-Large	\$ 94.68	7-30 BD	\$ 78.00	
3X-Large	\$ 99.72	7-30 BD	\$ 80.00	
4X-Large	\$ 104.76	7-30 BD	\$ 84.00	
5X-Large	\$ 107.76	7-30 BD	\$ 88.00	
6X-Large	\$ 109.32	7-30 BD	\$ 92.00	
8X-Large	\$ 143.40	7-30 BD	\$ 96.00	

Item #2B: Work Pants, Slip-On, Striped Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 94.68	7-30 BD	No Bid	
Medium	\$ 94.68	7-30 BD	No Bid	
Large	\$ 94.68	7-30 BD	No Bid	
X-Large	\$ 94.68	7-30 BD	No Bid	
2X-Large	\$ 94.68	7-30 BD	No Bid	
3X-Large	\$ 99.72	7-30 BD	No Bid	
4X-Large	\$ 104.76	7-30 BD	No Bid	
5X-Large	\$ 107.76	7-30 BD	No Bid	
6X-Large	\$ 109.32	7-30 BD	No Bid	
8X-Large	\$ 143.40	7-30 BD	No Bid	

Item #3: Gym T-Shirts
 Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 48.60	7-30 BD	\$ 43.00	
Medium	\$ 48.60	7-30 BD	\$ 43.00	
Large	\$ 48.60	7-30 BD	\$ 43.00	
X-Large	\$ 48.60	7-30 BD	\$ 43.00	
2X-Large	\$ 79.80	7-30 BD	\$ 65.00	
3X-Large	\$ 97.80	7-30 BD	\$ 77.00	
4X-Large	\$ 97.80	7-30 BD	\$ 79.00	
5X-Large	\$ 97.80	7-30 BD	\$ 82.00	
6X-Large	No Bid		No Bid	
8X-Large	No Bid		No Bid	

Item #4: EVA Step-In Shoe, With Ventilation Holes
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Size	Price Per Dozen	Lead Time	Lead Time
	Small (5/6)	\$ 51.60	7-30 BD	\$ 39.00
	Medium (7/8)	\$ 51.60	7-30 BD	\$ 39.00
	Large (9/10)	\$ 51.60	7-30 BD	\$ 39.00
	XL (11/12)	\$ 51.60	7-30 BD	\$ 39.00
	2XL (13/14)	\$ 51.60	7-30 BD	\$ 39.00
	3XL (15/16)	\$ 51.60	7-30 BD	\$ 39.00

Item #5: Coveralls, Solid Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 185.52	7-30 BD	No Bid	
Medium	\$ 185.52	7-30 BD	No Bid	
Large	\$ 185.52	7-30 BD	No Bid	
X-Large	\$ 185.52	7-30 BD	No Bid	
2X-Large	\$ 185.52	7-30 BD	No Bid	
3X-Large	\$ 200.64	7-30 BD	No Bid	
4X-Large	\$ 212.76	7-30 BD	No Bid	
5X-Large	\$ 224.40	7-30 BD	No Bid	
6X-Large	\$ 234.60	7-30 BD	No Bid	
8X-Large	\$ 261.36	7-30 BD	No Bid	
10X-Large	\$ 276.84	7-30 BD	No Bid	

Item #6: Men's Briefs
Required Lead Time: 14 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 11.80	7-30 BD	No Bid	
Medium	\$ 11.80	7-30 BD	No Bid	
Large	\$ 12.19	7-30 BD	No Bid	
X-Large	\$ 13.25	7-30 BD	No Bid	
2X-Large	\$ 14.12	7-30 BD	No Bid	
3X-Large	\$ 15.13	7-30 BD	No Bid	
4X-Large	\$ 16.00	7-30 BD	No Bid	
5X-Large	\$ 16.00	7-30 BD	No Bid	
6X-Large	\$ 17.25	7-30 BD	No Bid	
7X-Large	\$ 17.25	7-30 BD	No Bid	
8X-Large	\$ 17.25	7-30 BD	No Bid	

Item #7: Women's Briefs
Required Lead Time: 14 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 8.01	7-30 BD	No Bid	
Medium	\$ 8.01	7-30 BD	No Bid	
Large	\$ 9.71	7-30 BD	No Bid	
X-Large	\$ 9.71	7-30 BD	No Bid	
2X-Large	\$ 10.20	7-30 BD	No Bid	
3X-Large	\$ 10.93	7-30 BD	No Bid	
4X-Large	\$ 10.93	7-30 BD	No Bid	
5X-Large	\$ 10.93	7-30 BD	No Bid	
6X-Large	\$ 10.93	7-30 BD	No Bid	
7X-Large	\$ 10.93	7-30 BD	No Bid	
8X-Large	\$ 10.93	7-30 BD	No Bid	

Item #8: Sports Bras
Required Lead Time: 14 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Medium	\$ 20.50	7-30 BD	No Bid	
Large	\$ 20.50	7-30 BD	No Bid	
X-Large	\$ 20.50	7-30 BD	No Bid	
2X-Large	\$ 20.50	7-30 BD	No Bid	
3X-Large	\$ 20.50	7-30 BD	No Bid	
4X-Large	\$ 20.50	7-30 BD	No Bid	

Item #9: Sweatshirts

Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 82.32	7-30 BD	No Bid	
Medium	\$ 82.32	7-30 BD	No Bid	
Large	\$ 82.32	7-30 BD	No Bid	
X-Large	\$ 82.32	7-30 BD	No Bid	
2X-Large	\$ 86.16	7-30 BD	No Bid	
3X-Large	\$ 86.16	7-30 BD	No Bid	
4X-Large	\$ 91.92	7-30 BD	No Bid	
5X-Large	\$ 91.92	7-30 BD	No Bid	
6X-Large	\$ 97.80	7-30 BD	No Bid	
7X-Large	No Bid		No Bid	
8X-Large	\$ 104.28	7-30 BD	No Bid	

Item #10: Brown Sheets, 4.5 Oz. Poplin
 Required Lead Time: 30 Days ARO

Vendor		Bob Barker Co.		Mini Wing, USA	
Size		Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
66" x 104"		\$ 51.25	7-30 BD	No Bid	

Item #11: Laundry Bags
 Required Lead Time: 30 Days ARO

Vendor		Bob Barker Co.		Mini Wing, USA	
Size		Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
18" x 24"		\$ 24.60	7-30 BD	No Bid	

Item #12: Spit Socks
 Required Lead Time: 30 Days ARO

Vendor		Bob Barker Co.		Mini Wing, USA	
Size		Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
18" x 24"		\$ 13.08	7-30 BD	No Bid	

Item #13: Watch Cap
 Required Lead Time: 30 Days ARO

Vendor		Bob Barker Co.		Mini Wing, USA	
Size		Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
One Size		\$ 14.85	7-30 BD	No Bid	

Albany County Request for Contract Approval

Contract #	2024-1705
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A1450 - Board of Elections
Date Submitted	Friday, February 23, 2024
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Arnoff Moving & Storage 20 Stonebreak Rd, Malta, NY 12020
Estimated Amount	\$97,431.00
Estimated Term	3/1/2024 to 12/31/2024 (Approximately 9 months)
Scope of Services	The Board of Elections is seeking contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines and ballot on demand systems for use by the electorate during the Federal, State, Local Primary and General Elections, to be held in 2024. In the tabulation of bids received for RFQ #2024-024. Arnoff was the sole bidder in the amount of \$97,430.36.
Budget Line Item	AA1450 - 2 - 44046
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



**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: 2024 Moving of Voting Machines

DATE: 02/23/2024

The Board of Elections is seeking contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines and ballot on demand systems for use by the electorate during the Federal, State and Local Primary Elections, to be held in 2024.

In the tabulation of bids received for RFQ #2024-024. Arnoff was the sole bidder in the amount of \$97,430.36.



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: Rachel Bledi
Board of Elections

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 13, 2024

RE: RFQ #2024-024 Moving of Voting Machines

I am in receipt of your recommendation to award the aforementioned to Arnoff Moving and Storage, Inc in the amount of \$97,430.36.

As Arnoff Moving and Storage, Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFQ-2024-024 Mini Bid
Moving of Voting Machines

Bidder	Arnoff Moving	Champion Moving	Global Services	SmartMove
Presidential Primary	\$ 23,795.09	No bid	No bid	No bid
Primary Election	\$ 26,345.09	No bid	No bid	No bid
Congressional Primary	\$ 23,645.09	No bid	No bid	No bid
General Election	\$ 23,645.09	No bid	No bid	No bid
Total Amount	\$ 97,430.36			

SCOPE OF SERVICES

The County of Albany is requesting proposals for the pick-up, delivery and return of its electronic voting machines for use by the electorate during the Presidential Primary, to be **tentatively held** on Tuesday, April 2nd, 2024 between the hours of 6:00 AM and 9:00 PM, the Local and State Primary, to be held on Tuesday, June 25th, 2024, between the hours of 6:00 AM and 9:00, the Congressional Primary to be **tentatively held** on August 20, 2024 between the hours of 6:00 AM and 9:00 and the General Election, to be held on November 5, 2024, between the hours of 6:00AM and 9:00 PM.

(a) In General: Albany County employs two (2) types of electronic voting machines: 1) a machine to mark the ballot, known as a ballot marking device (BMD), sold under the trade name of AutoMark; and 2) an optical scan machine used to scan and tabulate the paper ballots individually marked by the voting public, either by hand or by way of the AutoMark BMD, sold under the trade name of DS 200 and Ballot on Demand Systems. These machines are placed, one opposed to the other, on opposite sides of a tube-frame push cart, sold under the trade name of Autocart. Additionally, there are carts containing ballot on demand systems. These push carts (carts for voting machines and ballot on demand systems), and the machines which they carry, will be delivered to approximately 106 polling sites in the following thirteen (13) jurisdictions throughout the County of Albany: City of Albany (33 sites), City of Cohoes (8 sites), City of Watervliet (4 sites), Town of Berne (1 site), Town of Bethlehem (14 sites), Town of Coeymans (4 sites), Town of Colonie (22 sites), Town of Green Island (2 sites), Town of Guilderland (10 sites), Town of Knox (1 site), Town of New Scotland (5 sites), Town of Rensselaerville (2 site) and Town of Westerlo (1 site). The names and locations of the polling sites are identified in the 2024 Machine Pick-Up and Drop-Off Schedules for the Primary and General Elections. The total number of Autocarts to be delivered for the Primary elections is 146; and the total number of Ballot on Demand Printer Carts is 119. This number could fluctuate to a very slight extent depending on whether two or more poll sites are consolidated. The bid solicited hereby is for the pickup, delivery and return of the 146 Autocarts for the Primary Elections fully loaded with an optical scanner (DS 200), an AutoMark BMD, and peripheral supplies, devices, paper ballots and related election day paraphernalia. **All bidders will inspect a sample push cart, fully loaded, prior to submitting a bid and submit the site verification form fully executed with their bid submission.**

The machines are to be picked up at the County's central voting machine storage facility located at 260 S. Pearl St., Albany, New York 12202 for the Primary Elections and 260 South Pearl St, Albany, NY 12202 for the General. The machines are to be delivered to the individual election districts at the polling sites enumerated on the machine delivery schedule.

In each case, a representative of the Albany County Board of Elections shall accompany the drivers who deliver the machines to ensure the accessibility of the polling facility to which the machines are being delivered. The delivery of the machines shall be made in accordance with a strict time line commencing the Wednesday before the primary elections, and Wednesday before the general election, and will require that the vendor have a **sufficient number of delivery vehicles and personnel to deliver and return the machines in a short time frame before and after each election.** In general, pick-up and delivery to the polling places will begin on the Wednesday preceding the primary and **Delivery of all machines must be completed the Friday before the primary election. Return of the machines to central storage shall commence the Wednesday after the Primary Election and shall continue until all machines are returned to the Albany County Board of Elections by end of the day for both primary and general elections.** In both instances, time is of the essence in the performance of the obligations under the contract. In the event of delays in programming ballot data into the machines because of legal proceedings to determine whether or not candidates' names are to be placed on the ballot, or for any other reason beyond the control of the County, the Contractor may be required to deliver all voting machines in less than three (3) days. If any such delay is occasioned, Contractor shall not be compensated therefor in an amount exceeding the bid price. The voting machines are available for inspection at the County's central storage facility Monday through Friday between the hours of 8:30 AM and 4:00 PM. To arrange for any such inspection, bidders may contact the Albany County Board of Elections at 518-487-5060.

(b) Labor, Equipment and Vehicles. Contractor must supply all labor necessary to load and unload the voting machines, and all equipment and apparatus required therefor, including padding for safeguarding the voting machines while in transit and straps for securing the machines to prevent their movement while in the delivery vehicle. **All delivery vehicles will be required to have a lift gate and be equipped with ramps for loading and delivery of machines.** *Bidders must demonstrate an acceptable history of moving voting machines or similar equipment pursuant to a demanding time schedule.*

(c) Documentation. Each piece of voting equipment will be plainly marked with the Ward and District for which it has been set up, and must be delivered to and placed in the voting room of the polling place of the specified election district and to no other location. When removing a voting machine from the central storage facility, the vendor's representative must sign for and acknowledge receipt of the voting machine on the designated control log. When delivering a voting machine to the specified polling site location and the particular room therein, the vendor's representative must complete the delivery log. Upon retrieval and return of the machine to the central storage facility, the vendor's representative must complete the retrieval log. Prior to reloading any truck for

a subsequent delivery, all documents used in the preceding delivery must be returned to the person designated by the Board of Elections for that purpose.

(d) Right of Termination. The County of Albany reserves the right to terminate the contract resulting from this bid at any time upon the non-performance or unsatisfactory performance of work on the part of the vendor.

(e) Injury or Damage to Person or Property. Contractor shall be responsible for any and all injuries to persons and/or damage to property, including but not limited to damage to the County's voting machines, and to real and personal property at the various polling sites, that may be caused by or arise from Contractor's actions or inaction in performing its obligations under the contract to be awarded herein.

CONTRACT NO. _____
(To be completed by Authorized User's)

Authorized User
Address
City, State, Zip Code

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

Aznoff Moving & Storage Agrees to provide all necessary Moving Services in accordance with OGS Proposal No. 23140 for the price bid below. If the actual move is accomplished in less time and or with fewer employees/trucks that are provided for in the best and final quote, the final charges to the agency for all items affected **MUST** be adjusted downward to reflect the actual hours and/or employees/trucks. The Authorized User must verify the actual hours/employees and trucks used for each move. However, if the actual move requires more time and/ or more employees/trucks than provided for in the bid, the final charge **MAY NOT** be adjusted upward. That is, item hour, item rate and number of employee/truck charges **CANNOT** exceed those provided in response to the Authorized User's best and final quote. Exceptions where additional charges would be allowed may include but not be limited to: acts of God, building equipment malfunction, or police department/fire company blocking access to or egress from a building where a move is taking place. All such charges **MUST** be fully documented as to occurrence, location, time and duration and shall require the authorization of the Office of General Service Procurement Services Group or the Authorized User. Also it is **ABSOLUTELY NECESSARY** that every attempt be made to notify the agency representative of the problem during the actual occurrence. No charges shall be allowed for traffic delays that do not directly block access to the building. The Contractor further certifies that these prices do not exceed their bid in the initial OGS Proposal No. 23140 and resultant contract and any approved increases by Procurement Services Group.

Medium loading capacity van/truck shall mean any van with a box length of less than 24 feet.
Large loading capacity van/truck shall mean any van with a box length of 24 feet or more.
The word "truck" shall be interchangeable with "van" for the purposes of this offering.

BID PROPOSAL

BID IDENTIFICATION:

Title: Moving of Voting Machines for Primary and General 2024 Elections
Bid Number: 2024-024

Presidential Primary Election
April 2, 2024

\$ 23,795.09
(Total lump sum not to exceed cost)

Primary Election
June 25, 2024

\$ 26,345.09
(Total lump sum not to exceed cost)

Congressional Primary Election
August 20, 2024

\$ 23,645.09
(Total lump sum not to exceed cost)

General Election
November 5, 2024

\$ 23,645.09
(Total lump sum not to exceed cost)

***Vendors shall submit the NYS itemized price sheets along with this bid form of lump sum pricing.

COMPANY:

Arnoff Moving & Storage

ADDRESS:

10 Stonebreak Rd

CITY, STATE, ZIP:

Malta, NY 12080

TEL. NO.:

202-246-3098

FAX NO.:

518-426-4229

FEDERAL TAX ID NO.:

06-0803705

REPRESENTATIVE:

JODD STROMBERG

SIGNATURE AND TITLE

[Signature] Manager of Business Development

DATE

2/6/2024

**FACILITY SITE VISIT
VERIFICATION FORM**

I, Todd Strambler,
representing _____,

(name)

Aerotermix & Storage by personal examination of the
(company name)

specifications and review of the actual work to be performed at the

Albany County Board of Elections 260 South Pearl St. Albany, NY
(facility name and address)

on Monday, February 5th 2024, at 1:00pm
(day and date) (time)

met with the facility manager or designated representative to comply with the
site visit verification requirement as stated in the Project Definition.

[Signature]
(company representative signature)
(date)

2/5/2024

FOR THE AUTHORIZED USER'S USE ONLY

Print Name: _____

Title: _____

Signature: _____

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines August Congressional Primary **Project #** 2024-24

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: January / 31 / 2024

Authorized User's Information:

Project Name: Moving of Voting Machines August Congressional Primary Project # 2024-24

Entity: Albany County Purchasing Division

Contact Name: Pamela O'Neill

Phone Number: 518-447-7140

Key Events/Dates:

Site Visit Required: Yes

Date: 02/05/24 Time 1:00pm

(If a Site Visit is required, please refer to the Site Visit tab to complete the form)

Project Definition Must be Returned by: Date: 02/07/24

Anticipated Project Start Date: 08/14/24

Current Site Location: Region: 4

Facility Name: Albany BOE Offices

Current Address: 260 South Pearl Street

County: Albany City: Albany Zip Code: 12202

New Site Location: Region: 4

Facility Name: Various locations throughout Albany County

New Address:

County: Albany City: Albany Zip Code: 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines August Congressional Primary **Project #** 2024-24

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

This quote addresses on the delivery of voting machines for the August Congressional Primary over 3 days in August 2024 8/14, 8/15 & 8/16 plus the one-day pick up of all voting machines and return to the care of Albany BOE on Wednesday August 21st 2024. SPECIAL ARNOFF NOTE AS TO LABOR RATES BELOW: We anticipate NYS Dept Labor will release updated prevailing wage rate guidance on/or about July 1st, 2024 for Region 4. Labor rates below are as currently posted, and are good for any services addressed prior to July 1st 2024. Labor rates below will have to be adjusted based on information yet to come.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines August Congressional Primary **Project #** 2024-24

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PS #: Arnoff Moving and Storage, Inc.

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snt/lists/gp_79004.asp

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = \$56.86
Number of Supervisors = 9 Number of Hours = 20.20
Total Amount (Supervisors) = \$10,337.15

Helper (Mover)

Hourly Rate for each Helper (Mover) =
Number of Helpers (Movers) = Number of Hours =
Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer =
Number of Packers = Number of Hours =
Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$43.30
Number of Drivers = 9 Number of Hours = 20.20
Total Amount (Drivers) = \$7,871.94

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00
Number of Medium Trucks = 9 Number of Hours = 20.20
Total Amount (Medium Trucks) = \$3,636.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines August Congressional Primary **Project #** 2024-24

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) = \$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician =

% up charge for Electrician =

Number of Hours =

Total Amount (Electrician) = \$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Number of Hours =

Total Amount (Carpenter) = \$0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = per Night

Number of Medium Trucks =

Number of Nights =

Total Amount (Medium Truck Overnight Storage) = \$0.00

Large Truck Overnight Storage Rate = per Night

Number of Large Trucks =

Number of Nights =

Total Amount (Large Truck Overnight Storage) = \$0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines August Congressional Primary **Project #** 2024-24

Ancillary Items

<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
stability straps (18 truck loads)	\$100.00	18	\$1,800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount (Ancillary Items) =			\$1,800.00

Project Definition's Total Cost =	\$23,645.09
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Print Name Todd C. Stromberg Date 02/02/24

Contractor Signature _____

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines June Primary **Project #** 2024-24

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: January / 31 / 2024

Authorized User's Information:

Project Name: Moving of Voting Machines June Primary Project # 2024-24

Entity: Albany County Purchasing Division

Contact Name: Pamela O'Neill

Phone Number: 518-447-7140

Key Events/Dates:

Site Visit Required: Yes

Date: 02/05/24 Time 1:00pm

(If a Site Visit is required, please refer to the Site Visit tab to complete the form)

Project Definition Must be Returned by: Date: 02/07/24

Anticipated Project Start Date: 06/19/24

Current Site Location: Region: 4

Facility Name: Albany BOE Offices

Current Address: 260 South Pearl Street

County: Albany City: Albany Zip Code: 12202

New Site Location: Region: 4

Facility Name: Various locations throughout Albany County

New Address:

County: Albany City: Albany Zip Code: 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines June Primary

Project # 2024-24

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

This quote addresses on the delivery of voting machines for the June Primary over 3 days in June 2024: 6/19, 6/20 & 6/21 plus the one-day pick up of all voting machines and return to the care of Albany BOE on Wednesday June 26th 2024

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines June Primary

Project # 2024-24

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PS #: Arnoff Moving and Storage, Inc.

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snt/lists/gp_79004.asp

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = \$56.86

Number of Supervisors = 9 Number of Hours = 20.20

Total Amount (Supervisors) = \$10,337.15

Helper (Mover)

Hourly Rate for each Helper (Mover) =

Number of Helpers (Movers) = Number of Hours =

Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer =

Number of Packers = Number of Hours =

Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$43.30

Number of Drivers = 9 Number of Hours = 20.20

Total Amount (Drivers) = \$7,871.94

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00

Number of Medium Trucks = 9 Number of Hours = 20.20

Total Amount (Medium Trucks) = \$3,636.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines June Primary **Project #** 2024-24

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) = \$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician =

% up charge for Electrician =

Number of Hours =

Total Amount (Electrician) = \$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Number of Hours =

Total Amount (Carpenter) = \$0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = per Night

Number of Medium Trucks =

Number of Nights =

Total Amount (Medium Truck Overnight Storage) = \$0.00

Large Truck Overnight Storage Rate = per Night

Number of Large Trucks =

Number of Nights =

Total Amount (Large Truck Overnight Storage) = \$0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines June Primary **Project #** 2024-24

Ancillary Items

<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
stability straps (18 truck loads)	\$100.00	18	\$1,800.00
Genie Lifts (1 per truck per day)	\$150.00	18	\$2,700.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount (Ancillary Items) =			\$4,500.00

Project Definition's Total Cost =	\$26,345.09
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Print Name Todd C. Stromberg **Date** 02/02/24

Contractor Signature _____

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Nov General Election **Project #** 2024-24

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: January / 31 / 2024

Authorized User's Information:

Project Name: Moving of Voting Machines Nov General Election **Project #** 2024-24

Entity: Albany County Purchasing Division

Contact Name: Pamela O'Neill

Phone Number: 518-447-7140

Key Events/Dates:

Site Visit Required: Yes

Date: 02/05/24 **Time** 1:00pm

(If a Site Visit is required, please refer to the Site Visit tab to complete the form)

Project Definition Must be Returned by: **Date:** 02/07/24

Anticipated Project Start Date: 10/30/204

Current Site Location:

Region: 4

Facility Name: Albany BOE Offices

Current Address: 260 South Pearl Street

County: Albany **City:** Albany **Zip Code:** 12202

New Site Location:

Region: 4

Facility Name: Various locations throughout Albany County

New Address:

County: Albany **City:** Albany **Zip Code:** 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Moving of Voting Machines Nov General Election** **Project #** **2024-24**

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

This quote addresses on the delivery of voting machines for the November General Elections over 2 days in October 2024 10/30 & 10/31/2024 + 1 day in November, 11/1/2024 & the one-day pick up of all voting machines and return to the care of Albany BOE on Wednesday November 6th 2024. SPECIAL ARNOFF NOTE AS TO LABOR RATES BELOW: We anticipate NYS Dept Labor will release updated prevailing wage rate guidance on/or about July 1st, 2024 for Region 4. Labor rates below are as currently posted, and are good for any services addressed prior to July 1st 2024. Labor rates below will have to be adjusted based on information yet to come.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Nov General Election **Project #** 2024-24

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PS #: Arnoff Moving and Storage, Inc.

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snt/lists/gp_79004.asp

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = \$56.86
Number of Supervisors = 9 Number of Hours = 20.20
Total Amount (Supervisors) = \$10,337.15

Helper (Mover)

Hourly Rate for each Helper (Mover) =
Number of Helpers (Movers) = Number of Hours =
Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer =
Number of Packers = Number of Hours =
Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$43.30
Number of Drivers = 9 Number of Hours = 20.20
Total Amount (Drivers) = \$7,871.94

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00
Number of Medium Trucks = 9 Number of Hours = 20.20
Total Amount (Medium Trucks) = \$3,636.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Nov General Election **Project #** 2024-24

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) = \$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician =

% up charge for Electrician =

Number of Hours =

Total Amount (Electrician) = \$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Number of Hours =

Total Amount (Carpenter) = \$0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = per Night

Number of Medium Trucks =

Number of Nights =

Total Amount (Medium Truck Overnight Storage) = \$0.00

Large Truck Overnight Storage Rate = per Night

Number of Large Trucks =

Number of Nights =

Total Amount (Large Truck Overnight Storage) = \$0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Nov General Election **Project #** 2024-24

Ancillary Items

<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
stability straps (18 truck loads)	\$100.00	18	\$1,800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount (Ancillary Items) =			\$1,800.00

Project Definition's Total Cost =	\$23,645.09
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Print Name Todd C. Stromberg **Date** 02/02/24

Contractor Signature _____

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Presidential Primary **Project #** 2024-24

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: January / 31 / 2024

Authorized User's Information:

Project Name: Moving of Voting Machines Presidential Primary **Project #** 2024-24

Entity: Albany County Purchasing Division

Contact Name: Pamela O'Neill

Phone Number: 518-447-7140

Key Events/Dates:

Site Visit Required: Yes

Date: 02/05/24 **Time** 1:00pm

(If a Site Visit is required, please refer to the Site Visit tab to complete the form)

Project Definition Must be Returned by: **Date:** 02/07/24

Anticipated Project Start Date: 03/27/24

Current Site Location:

Region: 4

Facility Name: Albany BOE Offices

Current Address: 260 South Pearl Street

County: Albany **City:** Albany **Zip Code:** 12202

New Site Location:

Region: 4

Facility Name: Various locations throughout Albany County

New Address:

County: Albany **City:** Albany **Zip Code:** 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Moving of Voting Machines Presidential Primary** **Project #** **2024-24**

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

This quote addresses on the delivery of voting machines over 3 days in March 2024: 3/27, 3/28 & 3/29 plus the one-day pick up of all voting machines and return to the care of Albany BOE on Wednesday April 3rd 2024

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Presidential Primary **Project #** 2024-24

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PS #: Arnoff Moving and Storage, Inc.

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snt/lists/gp_79004.asp

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = \$56.86
Number of Supervisors = 9 Number of Hours = 20.20
Total Amount (Supervisors) = \$10,337.15

Helper (Mover)

Hourly Rate for each Helper (Mover) =
Number of Helpers (Movers) = Number of Hours =
Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer =
Number of Packers = Number of Hours =
Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$43.30
Number of Drivers = 9 Number of Hours = 20.20
Total Amount (Drivers) = \$7,871.94

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00
Number of Medium Trucks = 9 Number of Hours = 20.20
Total Amount (Medium Trucks) = \$3,636.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Presidential Primary **Project #** 2024-24

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) = \$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician =

% up charge for Electrician =

Number of Hours =

Total Amount (Electrician) = \$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Number of Hours =

Total Amount (Carpenter) = \$0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = per Night

Number of Medium Trucks =

Number of Nights =

Total Amount (Medium Truck Overnight Storage) = \$0.00

Large Truck Overnight Storage Rate = per Night

Number of Large Trucks =

Number of Nights =

Total Amount (Large Truck Overnight Storage) = \$0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Moving of Voting Machines Presidential Primary **Project #** 2024-24

Ancillary Items

<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
stability straps (18 truck loads)	\$100.00	18	\$1,800.00
Survey/Pre Move Meeting Fee	\$150.00	1	\$150.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount (Ancillary Items) =			\$1,950.00

Project Definition's Total Cost =	\$23,795.09
--	--------------------

Print Name Todd C. Stromberg **Date** 02/02/24

Contractor Signature _____

Albany County Request for Contract Approval

Contract #	2024-1726
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1450 - Board of Elections
Date Submitted	Wednesday, February 28, 2024
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Phoenix Graphics, Inc. 1525 Emerson St., Rochester, NY 14606
Estimated Amount	\$31,846.00
Estimated Term	2/8/2024 to 11/1/2024 (Approximately 8 months)
Scope of Services	We are seeking approval for a contract with Phoenix Graphics for the printing and mailing for two voter information cards containing assigned poll sites, dates of the election and redistricting changes. The cost of each mailing is an estimated \$15,923, totaling \$31,846. The term of the contract is 02/08/2024 to 11/01/2024. Phoenix Graphics was the lowest bidder for RFB# 2024-023.
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: Redistricting and Legal Mailings

DATE: 02/28/2024

We are seeking approval for a contract with Phoenix Graphics for the printing and mailing for two voter information cards containing assigned poll sites, dates of the election and redistricting changes. The cost of each mailing is an estimated \$15,923, totaling \$31,846. The term of the contract is 02/08/2024 to 11/01/2024.

Phoenix Graphics was the lowest bidder for RFB# 2024-023.



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

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 15, 2024

RE: RFB-2024-023 Printing and Mailing of Voter Information Post Cards for the 2024 Elections

I am in receipt of your recommendation to award the aforementioned to Phoenix Graphics, Inc. in the amount of \$31,846.00.

As Phoenix Graphics Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFB#2024-023			
Printing and Mailing of Voter Information Post Cards for the 2024 Election			
	Phoenix Graphics	Fort Orange Press	Graphic Image
Printing and Mailing of voter Post Card as described in the Scope of Services for the 2024 Presidential Primary , Estimated 210,000 post cards	\$ 15,923.00	\$ 16,750.00	\$ 18,190.00
Printing and Mailing of voter Post Card as described in the Scope of Services for the 2024 General Election , Estimated 210,000 post cards	\$ 15,923.00	\$ 16,750.00	\$ 18,190.00

BID FORM

BID IDENTIFICATION:

Title: Printing and Mailing of Voter Information Post Card for the 2024 Elections
Bid Number: 2024-023

Item Description

Lump Sum

Printing and Mailing of Voter Post Card
As described in the scope of services for the 2024
Presidential primary.
Estimated 210,000 post cards

\$ 15,923.00

Total Cost Not To Exceed

Item Description

Lump Sum

Printing and Mailing of Voter Post Card
As described in the scope of services for the 2024
General Election.
Estimated 210,000 post cards

\$ 15,923.00

Total Cost Not To Exceed

COMPANY:

Phoenix Graphics, Inc.

ADDRESS:

1525 Emerson Street

CITY, STATE, ZIP:

Rochester, New York 14606

TEL. NO.:

800-262-3202

FAX NO.:

585-232-5642

FEDERAL TAX ID NO.:

16-1247315

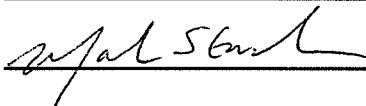
REPRESENTATIVE:

Mark Stavalone

E-MAIL:

pg@phoenix-graphics.com

SIGNATURE AND TITLE

 VP

DATE

February 6, 2024

BF3

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Printing and Mailing of Voter Information Post Card for the 2024 Elections
Bid Number: 2024-023

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

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

Date

Number None

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

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

BF1

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

Mark Stavalone

1525 Emerson Street

Rochester, New York 14606

Phone: 800-262-3202 Fax: 585-232-5642

E-mail: pg@phoenix-graphics.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

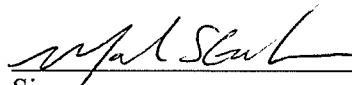
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Vice President of Operations
Title

February 6, 2024
Date

Phoenix Graphics, Inc.
Company Name

Type text here

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

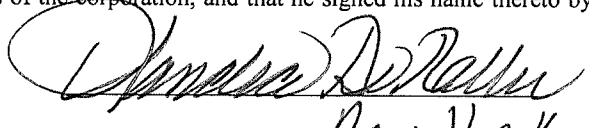
Commission Expires _____

If Corporation:

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

On this 6th day of February, 20024, before me personally appeared Mark Stavalone to me known, who, being by me sworn, did say that he resides at (give address) 1525 Emerson Street, Rochester New York, 14606; that he is the (give title) Vice President of Operations of the (name of corporation) Phoenix Graphics, 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.

SANDRA DEROLLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE0015306
Qualified in Monroe County
Commission Expires October 30, 2027


Notary Public, State of New York

Qualified in Monroe County

Commission Expires 10-30-27

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 _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Phoenix Graphics, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 16-1247315 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.phoenix-graphics.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1525 Emerson Street Rochester New York, 14606		7. TELEPHONE NUMBER 800-262-3202	8. FAX NUMBER 585-232-5642
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 Mark Stavalone Title Vice President of Operations Telephone Number 800-262-3202 Fax Number 585-232-5642 e-mail pg@phoenix-graphics.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME PGI Assets, LP	TITLE	b) NAME	TITLE
c) NAME Sal DeBiase	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

Type text: here

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

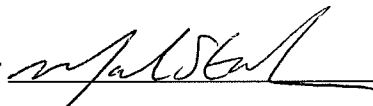
CERTIFICATION:

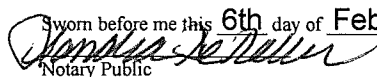
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the 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 Phoenix Graphics, Inc.
Address 1525 Emerson Street
City, State, Zip Rochester, New York 14606

Signature of Owner 
Printed Name of Signatory Mark Stavalone
Title Vice President of Operations

Sworn before me this 6th day of February, 2024

Notary Public

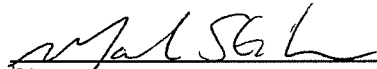
**SANDRA DEROLLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE0015306
Qualified in Monroe County
Commission Expires October 30, 2027**

Sandra DeRoller
Printed Name

Signature
February 6, 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

Vice President of Operations
Title

February 6, 2024
Date

Phoenix Graphics, Inc.
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Phoenix Graphics, Inc.

Address: 1525 Emerson Street

Rochester, New York 14606

Phone Number(s): 800-262-3202

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

N/A

Description of where the work is to be performed within Albany County facilities:

N/A



Signature

Mark Stavalone

Printed Name

Vice President of Operations

Title

February 6, 2024

Date

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY BOARD OF ELECTIONS



RFB #2024-023

PRINTING AND MAILING OF VOTER INFORMATION POST CARDS FOR THE 2024 ELECTIONS

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

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

TITLE: Printing and Mailing of Voter Information Post Card for the 2024 Elections
RFB NUMBER: 2024-023

Receipt Confirmation Form

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

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

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

Company Name: Phoenix Graphics, Inc.

Address: 1525 Emerson Street

City: Rochester State: NY Zip Code: 14606

Contact Person: Mark Stavalone

Title: Vice President of Operations

Phone Number: 800-262-3202 Fax Number: 585-232-5642 E-Mail: pg@phoenix-graphics.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☒ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: 585-232-5642 E-Mail: pg@phoenix-graphics.com

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

NON-BIDDER RESPONSE

RFB #2024-023

Printing and Mailing of voter Information Post Card for the 2024
Elections

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-023

Sealed Bids for Printing and Mailing of Voter Information Post Cards for the 2024 Elections as requested by Albany County Board of Elections will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, February 8, 2024.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **February 1, 2024**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
January 29, 2024

PUBLISH ONE DAY -- FEBRUARY 1, 2024 -- THE EVANGELIST
PUBLISH ONE DAY -- FEBRUARY 1, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Printing and Mailing of Voter Information Post Card for the 2024 Elections**
- 1.2 Requesting Department: **Albany County Board of Elections**
- 1.3 Bid Number: **2024-023**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Printing and Mailing of Voter Information Post Cards for the 2024 Elections** as requested by **Albany County Board of Elections**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday February 8, 2024**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **2/8/24-11/1/2024** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified

to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

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

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

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

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

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

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

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

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.

22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.

22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business

operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved

subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

SECTION 34: Section not in use

SECTION 35: Section not in use

SCOPE OF SERVICE

The Albany County Board of Elections is seeking printing and mailing services for a postcard mailing with the following specifications:

Finished Page Size: 6 x 11

Quantity: Approx 210,000

Paper: 100 gloss cover

Required Bleeds: No

Inks Side A: 4/4 Process

Inks Side B: 4/4 Process

Merged data: yes

Proof: Hi-Res proof required

Prepress: Customer to supply print ready files and mailing list, A PDF file will be provided. Variable data to be merged on both sides of the postcard.

Finishing: Cut and trim to finished size of 6 x 11, Inkjet Address and Deliver to Post Office

Postage: customer has non-profit indicia (postage shall not be included in the bid price)

Awarded vendor shall have a minimum of 5 years of previous experience printing mailcheck/election cards for a municipality similar in size to Albany County.

There will be a minimum of two mailers scheduled for 2024. Each mailer must be mailed at least 1 month prior to scheduled election. **Presidential Primary postcard shall be processed and mailed by March 1, 2024 and General Election mailer shall be processed and mailed by October 1, 2024.**

Albany County Request for Contract Approval

Contract #	2024-1691
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Thursday, February 15, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	LEPPERT-NUTMEG, INC. 113 WEST DUDLEY TOWN ROAD, BLOOMFIELD, CT 06002
Estimated Amount	\$22,278.91
Estimated Term	3/15/2024 to 9/15/2024 (Approximately 6 months)
Scope of Services	INSPECT & REBUILD A 150HP DRY PIT PUMP MOTOR FOR INFLUENT PUMP NO. 6 AT THE SOUTH PLANT
Budget Line Item	GG8130 - 2 - 44070
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 14, 2024

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

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

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

**Re: RFB-2024-018 South Plant Influent Pump #6 Motor Rebuild
Contract Authorization – Leppert-Nutmeg Inc.**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Leppert-Nutmeg, Inc. for the South Plant Influent Pump #6 motor rebuild. The contract term is estimated at six months from the date of award. The total estimated contract value is \$22,278.91 for the contract term.

Two bids were received and Leppert-Nutmeg, Inc., was the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation
Recommendation and Concurrence Memos

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

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: February 13, 2024

RE: RFB 2024-018 South Plant #6 Motor Rebuild

I am in receipt of your recommendation to award the aforementioned to Leppert-Nutmeg Inc in the amount of \$22,278.91.

As Leppert-Nutmeg Inc is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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-2024-018 South Plant Influent Pump #6 Motor Rebuild
Date: February 14, 2024

The Water Purification District completed its review of the two bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Leppert-Nutmeg Inc.

The contract term is estimated at 6 months for completion of work. The estimated annual contract amount is \$22,278.91

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

South Plant Influent Pump No. 6 Motor Rebuild

RFB # 2024-018

GMH Associates Leppert-Nutmeg Inc.

<u>Item Description</u>	<u>Price</u>	<u>Price</u>
Lump Sum Bid Amount for Parts and Labor	\$23,456.54	\$19,278.91
Contingency	\$3,000.00	\$3,000.00
Warranty Period for Repair	2 years	3 Years
Total Bid Amount	\$26,456.54	\$22,278.91

Albany County Request for Contract Approval

Contract #	2024-1678
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	NH6020 - Residential Health Care Facility
Date Submitted	Friday, February 9, 2024
Contact Person	Thelen, Shawn
Contact Phone	1 (518) 447-7108
Vendor Info	Mobile Imaging 7 HERBERT DRIVE, Latham, NY 12110
Estimated Amount	\$24,000.00
Estimated Term	5/1/2024 to 4/30/2025 (Approximately 11 months)
Scope of Services	Provide X-Ray and ECG services prescribed by physician orders for residents of Shaker Place Rehabilitation and Nursing Center.
Budget Line Item	NH6020 - 2 - 44023
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

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: 2/19/2024

SUBJECT: Mobile Imaging, Ltd.

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with Mobile Imaging, Ltd. for X-Ray and electrocardiogram (ECG) services for the residents of SPRNC. Mobile Imaging, Ltd. was the awarded bidder in response to Request for Proposal (RFP) 2021-026.

The award through the RFP was for an initial three (3) year term with the option of two (2) additional one year mutually agreed to renewals. The initial contract term of three (3) years commenced on May 1st, 2021 and is in effect through April 30th, 2024. This request is for the first of the two additional renewal options.

This contract request is to commence May 1st, 2024 and continue through April 30th, 2025 with an annual do not exceed amount of \$24,000.00.

We respectfully request approval of this contract.



**PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND MOBILE IMAGING, LTD.
FOR X-RAY SERVICES AT THE SHAKER PLACE REHABILITATION AND
NURSING CENTER**

Contract No. 6209 of 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Mobile Imaging, Ltd, a New York corporation, with its principal place of business located at 7 Herbert Drive, Latham, New York 12110 (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the County has a need for X-ray services at the Shaker Place Rehabilitation and Nursing Center; and

WHEREAS, the County has issued a request for proposals for the aforementioned X-ray services, said request having been denominated RFP #2021-026 and having been issued by the Albany County Purchasing (hereinafter called the "Purchasing Division") on January 29, 2021 and published on February 4, 2021; and

WHEREAS, the Contractor has submitted a proposal on February 12, 2021 to provide the aforementioned X-ray services (hereinafter the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid X-ray services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement; RFP# 2021-026, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called the "Agreement" hereinafter).
- 1.2. In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. The Contractor shall provide, subject to the rules and regulations set forth in 10 NYCRR Chapter V, X-ray and ECG services as required by physician orders for the residents of the Shaker Place Rehabilitation and Nursing Center, together with the services described in Section IV of the Proposal.
- 2.2. The Contractor shall perform the service on site at the Shaker Place Rehabilitation and Nursing Center, at the resident's bedside. The Contractor shall provide all required technicians, equipment, and supplies.
- 2.3. The Contractor shall read and report those readings to the Shaker Place Rehabilitation and Nursing Center and to Resident's Physician. The Contractor shall read and report readings to the Albany County Nursing Home that same evening for all examinations performed before 6:00 P.M.
- 2.4. The Contractor shall provide on-call technologists for examinations ordered on an emergency basis from 3:30 P.M. to 10:00 P.M., with readings provided to the Shaker Place Rehabilitation and Nursing Center the following morning by 10:00 A.M.
- 2.5. Examination services shall not be combined and shall be exclusive of one another.

2.6 The Contractor shall comply with all Federal, State, and Local Laws and Regulations. The Contractor shall strictly adhere to the radiology practices recommended by the NYS Department of Health and other official health regulatory agencies which govern the operation of skilled nursing facilities.

2.7 The Contractor shall bill the Shaker Place Rehabilitation and Nursing Center directly for all services provided to a resident covered under a Medicare Part A stay at the time such services are provided. The County and the Contractor agree that the fee charged will be an amount equal to the Medicare Part B fee schedule. Billing shall be done on a monthly basis and payment will be due sixty (60) days from said billing. The Contractor shall provide the Shaker Place Rehabilitation and Nursing Center, on a daily basis, a detail of services provided to residents covered under Medicare Part A.

2.8 The Contractor agrees to bill Medicare Part B, Medicaid and third party insurances for all services provided to residents who are not covered by Medicare Part A. The Contractor agrees to accept "assignment" as full payment for such services and agrees to bill the resident directly for all deductibles and co-payments as required by Medicare Part B regulations. The County shall not be responsible to the Contractor for any services provided to residents who are not covered by Medicare Part A at the time of service.

2.9 The Contractor shall be responsible for providing the Shaker Place Rehabilitation and Nursing Center an updated Medicare Part B fee schedule as required.

2.10 The Contractor shall be integrated with PointClickCare Electronic Medical Record for the purposes of reviewing x-ray and other examination results. Access shall include physicians and/or other professionals treating residents at an off-site location. Preliminary results shall be accessible a maximum of four (4) hours after the examination is completed. All clinicians required access shall be granted these privileges.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SEVENTY-TWO THOUSAND AND 00/100 (\$72,000) DOLLARS as full compensation for all services rendered under this Agreement.

3.2 The Prices shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County on a monthly basis upon the Contractor's submission of a properly executed invoice, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on May 1, 2021 and will continue in effect through April 30, 2024.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1. The County may terminate this Agreement if the Contractor refuse or fail to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractor for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor are substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expected by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agree as required by Section 109 of the N.Y. general Municipal Law that the Contractor are prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor' right, title, or interest therein, 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 agree that neither it nor its County-approved subcontractor 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. RELATIONSHIP

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 12. 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 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the 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 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

- 15.1 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.

15.2 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.

15.3 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 16. INSURANCE

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 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. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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 23. NON-INTERRUPTION OF WORK

The Contractor agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractor, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. MISCELLANEOUS PROVISIONS

25.1 During the term of this Agreement, the Contractor agree 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.

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

25.3 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.

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

25.5 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.

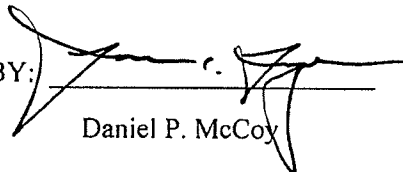
ARTICLE 26. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Appendix A and made a part hereof.

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

DATED: 4/13/2021

COUNTY OF ALBANY

BY: 
Daniel P. McCoy

Albany County Executive

or

Daniel C. Lynch

Deputy County Executive

MOBILE IMAGING LTD

DATED: 4-1-2021

BY: Walter T. Hughes
Name:

STATE OF NEW YORK)

COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ALBANY) SS.:

On the 13th day of April, 2021, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

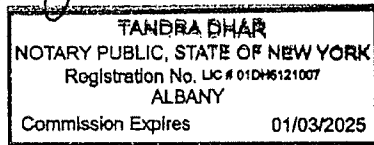
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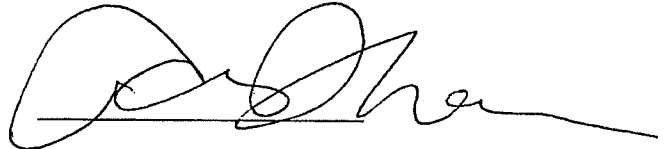
STATE OF NEW YORK)

COUNTY OF Albany) SS.:

On the 1st day of April, 2021, before me, the undersigned, personally appeared Walter T. Hughes Jr 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Walter T. Hughes Jr





NOTARY PUBLIC

SCHEDULE A”
INSURANCE COVERAGE

1. **Workers’ Compensation and Employer’s Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, including death at any time, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT/CONTRACTOR herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the Consultant/Contractor, Mobile Imaging, Ltd.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Health Department.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e) (1) (ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be May 1, 2021 until April 30, 2024. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: February 29, 2024
Regarding: Request for CAB Approval

Contractor – Jewish Family Services of NENY
Amendment Amount – \$1,520.22
Contract Term – 1/1/2023 – 12/31/2023
Funding Source – 100% - State

The Department for Aging (DFA) requests CAB approval to amend the contract with Jewish Family Services of Northeastern New York to provide additional kosher home delivered meal services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging, and the Albany County Central Assessment Unit.

Jewish Family Services of Northeastern New York delivered 3,740 kosher home delivered meals to older adults throughout Albany County. The demand for kosher meals in the Contractor's service area has exceeded its contracted amount. The amendment to the contract will increase the number of kosher home delivered meals by 190 meals.

Albany County Request for Contract Approval

Contract #	2024-1727
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	
Department	A6772 - Aging
Date Submitted	Thursday, February 29, 2024
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Jewish Family Services of NENY 184 Washington Avenue Extension, Albany, NY 12203
Estimated Amount	\$1,520.22
Estimated Term	1/1/2023 to 12/31/2023 (Approximately 11 months)
Scope of Services	To amend home delivered meal contract to provide additional kosher HDM's needed for older adults 60 years and older that reside in Albany County.
Budget Line Item	AA6772 - 2 - 03780
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

[illegible]



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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100 HERITAGE LANE
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DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: February 29, 2024
Re: Request for CAB approval

Contractor – Life Path
Amendment Amount – \$1,976.75
Contract Term – 1/1/2023 – 12/31/2023
Funding Source – 75% - Federal, 25% - County

The Department for Aging (DFA) requests CAB approval to amend the contract with Life Path to provide additional caregiver services, defined below, to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging.

Respite / SADS - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Services are defined as structured, comprehensive programming that provides functionally impaired older adults 60+ with components including socialization, supervision, monitoring, personal care and nutrition¹ provided in a protective setting during any part of the day, but for less than a 24-hour period.

Support Groups & Caregiver Training - Counseling, support groups and training refer to arrange of individual and /or group services that are intended to assist caregivers in gaining knowledge and/or skills related to their caregiver role. Counseling may include individual or group counseling, mediation or resolution, peer counseling, grief counseling. The groups may be in-person, on-line and/or telephone support groups.

Life Path performed over 2500 hours of social adult day services to older adults 60 years and older throughout Albany County. The demand exceeded the contracted amount of units for this service. The amendment to the contract will increase the number of SADS units 298 and one additional Caregiver training unit.

Albany County Request for Contract Approval

Contract #	2024-1728
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	
Department	A6772 - Aging
Date Submitted	Thursday, February 29, 2024
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Life Path 28 Colvin Avenue, Albany, NY 12206
Estimated Amount	\$1,986.75
Estimated Term	1/1/2023 to 12/31/2023 (Approximately 11 months)
Scope of Services	The Contractor has provide services to Albany County caregivers of older adults age 60 years and older. Services provided include respite, counseling, training seminars, caregiver telephone support groups.
Budget Line Item	AA6772 - 2 - 44046
Fiscal Impact	County: 25.00% State: 0.00% Federal: 75.00%
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

2023 III-E CAREGIVER SERVICES

2023 III-E CAREGIVER SERVICES														
LIFEPATH (SSA)		1/1/23-12/31/23												
Contract Amount:	\$ 33,860.00													
NET	\$ 35,846.75	105.87%												
Balance of Contract	\$ (1,986.75)	-5.87%												
		5	19a	counseling	19b	counseling	19c	counseling						
				Caregiver Counseling	Caregiver Support Groups (Telephone)	Caregiver Training (Telephone)								

Albany County Request for Contract Approval

Contract #	2024-1706
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6071 - Preventative Assistance Program (Title XX)
Date Submitted	Friday, February 23, 2024
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$50,000.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Provision of Pre-Dispositional Placement Services for PINS youth for a daily per diem rate of \$477.00, not to exceed \$50,000.
Budget Line Item	AA6071 - 2 - 44046
Fiscal Impact	County: 23.00% State: 37.00% Federal: 40.00%
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



COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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 Renewal Request for St. Anne Institute

DATE: March 1, 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 Pre-Dispositional Placement Services. The requested renewal contract term is for January 1, 2024 – December 31, 2024, for the amount not to exceed \$50,000.

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

Enclosure

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Renewal Agreement with St. Anne Institute for the Provision of Pre-Dispositional Placement

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual renewal agreement with St. Anne Institute for the provision of Pre-Dispositional Placement.

The contractual agreement is for a daily per diem rate of \$477.00, not to exceed \$50,000, for the period of January 1, 2024 – December 31, 2024.

The Department is requesting Pre-Dispositional Placement Services for PINS youth. A pre-dispositional placement may occur when a Persons in Need of supervision (PINS) petition has been filed against a youth, but prior to a dispositional hearing in Family Court. Pre-dispositional placements are time-limited. These out of home placements shall only be utilized if Family Court finds there is a substantial likelihood that a youth will not return to their court appearance and that all other alternatives, such as the utilization of respite, have been exhausted.

Pre-dispositional placements can only occur in the following least restrictive settings. Foster care programs certified or licensed by the New York State Office of Children and Family Services such as Foster boarding homes, Group homes or Residential Treatment Centers. Pre-dispositional placements will align with the PINS legislation of a maximum of three days, with the potential for an additional three days, if the circumstances warrant such.