

Albany County Request for Contract Approval

Contract #	2025-2743
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3110 - Sheriff
Date Submitted	Thursday, January 30, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	DENOOYER CHEVROLET 127 Wolf Road, Albany , NY 12205
Estimated Amount	\$62,597.50
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase a vehicle for the Albany County Sheriff's EMS Division
Budget Line Item	AA3110 - 22400 - 10000
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: January 31, 2025
To: Contract Administration Board (CAB)
From: Michel S. Monteleone, Executive Undersheriff
Subject: Vehicle Purchase

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Sheriff's Emergency Management Service Unit. DeNooyer Chevrolet was the sole vendor to submit a bid.



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 Monteleone, Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 31, 2025

RE: RFQ-2025-015 Chevrolet Suburban vehicle purchase

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet Inc in the amount of \$62,597.50.

As DeNooyer Chevrolet 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.

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: RFQ #2025-015 – Vehicle Purchase Chevy Suburban

DATE: January 30, 2025

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

RFQ 2025-015 Tabulation
2024 Chevrolet Suburban

	Vehicle # 1
Vendor	DeNooyer Chevrolet
Price	\$ 62,597.50
Vehicle	2024 Chev Suburban
In stock/order	In stock
Exterior Color	White

Albany County Request for Contract Approval

Contract #	2025-2742
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3150 - Correctional Facility
Date Submitted	Thursday, January 30, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	CAPPELLINO 9000 BOSTON STATE ROAD, BOSTON , NY 14025
Estimated Amount	\$45,986.64
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase a van for the SHIP Unit within the Albany County Sheriff's Office
Budget Line Item	AA3150 - 22750 - HUD24
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: January 30, 2025
To: Contract Administration Board (CAB)
From: Michel S. Monteleone, Executive Undersheriff
Subject: Vehicle Purchase

Briefly, this request is to enter into an agreement between Albany County Sheriff's Office and Cappellino Chevrolet to purchase a 2025 Chevy Express Passenger Van for the Albany County Sheriff's Homeless Improvement Program. This van will be used for transporting our residents.



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 Monteleone, Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 31, 2025

RE: RFQ-2025-017 Chevrolet Express Passenger Van vehicle purchase

I am in receipt of your recommendation to award the aforementioned to Cappellino Chevrolet Inc in the amount of \$45,986.64.

As Cappellino Chevrolet 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.

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: RFQ #2025-017

DATE: January 30, 2025

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Cappellino Chevrolet, the lowest vendor to submit a bid.

RFQ 2025-017 Tabulation
2025 Chevrolet Express Passenger Van

Vendor	Cappellino Chevrolet	DeNooyer Chevrolet	Mohawk Chevrolet
Price	\$ 45,986.64	\$ 52,018.40	\$ 45,834.86
Vehicle	2025 Chev Express	2025 Chev Express	2024 Chev Express
In stock/order	Order	Order	In Stock
Exterior Color	Black	Black	Silver

Albany County Request for Contract Approval

Contract #	2025-2720
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3150 - Correctional Facility
Date Submitted	Thursday, January 16, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	DeNooyer Chevrolet 127 Wolf Road, Albany , NY 12205
Estimated Amount	\$41,493.20
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase Inmate Transport Vehicle for the Albany County Correctional Facility.
Budget Line Item	AA3150 - 02750 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



MICHAEL S. MONTELEONE
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: January 16, 2025
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: CAB Request 2025-2720

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Correctional Facility. This vehicle is necessary as it replaces an older vehicle that has been taken out of service due to high mileage. This vehicle will be used to transport our inmates during details.



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 J Lyons
Albany County Corrections Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 20, 2024

RE: RFQ #2024-159

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet Inc in the amount of \$41,493.20.

As DeNooyer Chevrolet 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.



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: December 16, 2024
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: Vehicles- RFQ # 2024-159

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

RFQ 2024-159 Tabulation
2024 Chevrolet Traverse (2)

	Vehicle # 1	Vehicle # 2
Vendor	DeNooyer Chevrolet	DeNooyer Chevrolet
Price	\$ 41,493.20	\$ 41,493.20
Vehicle	2024 Chev Traverse	2024 Chev Traverse
In stock/order	In stock	In stock
Exterior Color	White	White

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

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

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information

1.0 Mini-Bid Questions		Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2024-159
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information		
2.1	Full Legal Business Name, including DBA if applicable	DeNooyer Chevrolet, Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69048
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1542904
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000006802
3.0 Primary Contact Information		
3.1	Contact Name	Steve Gordon
3.2	Contact Email	sgordon@denooyerchevrolet.com
3.3	Contact Phone (1)	518-469-8804
3.4	Contact Phone (2)	518-458-7700
4.0 Secondary Contact Information		
4.1	Contact Name	Leonard Durocher
4.2	Contact Email	ldurocher@denooyerchevrolet.com
4.3	Contact Phone (1)	518-626-1914
4.4	Contact Phone (2)	518-458-7700

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

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

GROUP 40440 – Vehicles, Class 1-8

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

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

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

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

GROUP 40440 – Vehicles, Class 1-8

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

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

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001	2024	Chevrolet	Traverse	1LE56	Summit White	Black
002	2024	Chevrolet	Traverse	1LE56	Summit White	Black
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award 00566				Bidder		

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00
001	2024	Chevrolet	Traverse	1LE56	Summit White	Black	Cloth	AWD	Gasoline	\$42,340.00	2.00	\$41,493.20	\$0.00	\$41,493.20
002	2024	Chevrolet	Traverse	1LE56	Summit White	Black	Cloth	AWD	Gasoline	\$42,340.00	2.00	\$41,493.20	\$0.00	\$41,493.20
003														
004														
005														
006														
007														
008														
009														
010														
011														
012														
013														
014														
015														
Total Price for Mini-Bid														\$82,985.40
Total Pre-Existing Vehicles Offered														2



Vehicle Locator

Dealer Information

DENOYER CHEVROLET, INC.
127 WOLF RD
ALBANY, NY 12205
Phone: 518-458-7700
Fax: 518-458-8263

1GNEVEKS9RJ234140

Model Year: 2024

Make: Chevrolet

Model: Traverse

1LE56-1FL / 1LS / 2LS

PEG: 2LS-LS Package (AWD)

Primary Color: GAZ-Summit White

Trim: HQB-Jet Black Premium Cloth

Engine: LK0-Engine, 2.5L Turbo DOHC

Transmission: MF8-Transmission, 8-speed automatic

Event Code: 5000-Delivered to Dealer

Order #: DHQKMZ

Order Type: FBC-Fleet Political Subdivision

Stock #: N/A

Inventory Status: N/A

Additional Vehicle Information

Vehicle Options

No Cost Options

FLT-Fleet Order

LK0-Engine, 2.5L Turbo DOHC

MF8-Transmission, 8-speed automatic

NE1-CT/DE/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions

R6D-FLT-BID ASSISTANCE/CE

VQ2-FLEET ORDERING ASSISTANCE

Other Options

2LS-LS Package (AWD)

ARU-Glass, Rear, deep Tint

BTV-Remote Engine Start

D31-Mirror, rearview manual day/night

GAZ-Summit White

ISA-Speed Limit Assist, automatic

KA1-Heated Front Seats

KSG-Adaptive Cruise Control

PRF-3 Years of OnStar Remote Access

SGE-Wheel, 18" Grazen Metallic, machined-face aluminum

UD7-Rear Park Assist

UGN-Enhanced Automatic Emergency Braking

UKM-Lane Keep Assist with Lane Departure Warning, enhanced

UQF-Speaker System, 6-Speaker

UVX-Traffic Sign Recognition

VK3-License Plate Front Mounting Pkg.

ABC-Seating, 8-passenger (2-3-3 seating configuration)

BGP-Driver Confidence Package

CTB-Intersection Automatic Emergency Braking

F48-All-Wheel Drive

HQB-Jet Black Premium Cloth

IVE-Infotainment Virtual Cockpit System, High

KI3-Heated Steering Wheel

N53-Steering Wheel, wrapped

QO5-Tire, 255/65R18 All-Season BW

TCP-Liftgate, Power Hands-Free with Presence

UE1-OnStar

UKK-Rear Pedestrian Alert

UOW-Side Bicyclist Alert

UV2-HD Surround Vision

UVZ-Reverse Automatic Braking

ZL3-Convenience 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.

Saville, Ashley

From: Leonard Durocher <ldurocher@denooyerchevrolet.com>
Sent: Monday, December 9, 2024 2:14 PM
To: Saville, Ashley
Cc: Bill Asprien; Steve Gordon; Kyle Marsh
Subject: EXTERNAL BID SUBMISSION RFQ-2024-159 ALBANY COUNTY
Attachments: BID SUBMISSION RFQ-2024-159 ALBANY COUNTY.xlsx; 1GNEVEKS9RJ234140_CUSTOMER spec (1).pdf

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Good afternoon Ashley!

Please see the attached bid submission for bid # RFQ-2024-159 opening 12/11 @ 4:30pm.

These vehicles are both on our lot and available.

The Z71 package is not an orderable option on the LS Traverse, it is a different trim level. We are bidding 2x LS AWD models, not Z71 models.

Please let us know if you have any questions!

Thank you,

Lenny Durocher

Fleet & Gov't Sales

C: 518-626-1914 | O: 518-458-7700

ldurocher@denooyerchevrolet.com

DeNooyer Chevrolet

Fleet & Gov't Team

Mgr Bill Asprien | (518) 858-8754 | basprien@denooyerchevrolet.com

Mgr Steve Gordon | (518) 469-8804 | sgordon@denooyerchevrolet.com

Sales Kyle Marsh | (518) 949-0149 | kmarsh@denooyerchevrolet.com

Albany County Request for Contract Approval

Contract #	2025-2758
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFQ
Department	A3150 - Correctional Facility
Date Submitted	Tuesday, February 4, 2025
Contact Person	Lyons, Michael
Contact Phone	
Vendor Info	BLACK CREEK INTEGRATED SYSTEMS CORP 2900 CRESTWOOD BLVD, IRONDALE , AL 35210
Estimated Amount	\$29,810.12
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	LEVEL ONE SERVICE PLAN FOR THE BLACKCREEK ELECTRONIC SECURITY SYSTEM IN THE ANNEX, 9 GATE, AND MAIN CONTROLS LOCATED AT THE ALBANY COUNTY CORRECTIONAL FACILITY
Budget Line Item	AA3150 - 44070 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: February 5, 2025

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Preventative Maintenance Service Plan

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and Black Creek Integrated Systems Corporation to provide level one service plan for the Black Creek Electronic Security System in the Annex, 9 Gate, and Main Controls located Albany County Correctional Facility.

NYS OGS Group 73600-Award 22876**Information Technology Umbrella Contract - Distributor Based (Statewide)****RFQ Number: 31500030**

Line Item	Quantity	Part/ #	SKU	Description	Unit Price	Ext. Price
001	1			Black Creek Level Onde Service Plan for 1/1/2025 - 12/31/2025	\$	\$
					TOTAL:	\$

DELIVER TO:

Michael J. Lyons, Superintendent
Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12211

BILL TO:

same as above
A/P Contact: Danielle McMillan
Tel:
[email address: danielle.mcmillan@albanycountyny.gov](mailto:danielle.mcmillan@albanycountyny.gov)

RFQ ISSUE DATE:

Monday, January 27

QUOTE SUBMISSION DEADLINE:

Friday, January 31/ 2025
Close of Business (4:30 p.m.)

CONTRACTOR/ RESELLER NAME:**ADDRESS:****CONTRACTOR CONTACT NAME:****EMAIL ADDRESS:****TELEPHONE:****FEDERAL ID NUMBER:**

RFQ 31500030 - CONTRACT QUOTES RECEIVED[illegible]

Albany County Request for Contract Approval

Contract #	2025-2761
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A1165 - District Attorney
Date Submitted	Wednesday, February 5, 2025
Contact Person	Kindlon, Lee
Contact Phone	
Vendor Info	Communications Services PO Box 1115, Albany, NY 12201
Estimated Amount	\$45,000.00
Estimated Term	2/5/2025 to 2/6/2026
Scope of Services	External Communications for the District Attorney's Office.
Budget Line Item	AA1165 - 44046 - 10000
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



LEE C. KINDLON
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
518-487-5460
518-487-5093 - FAX

JOSEPH J. MEANY
CHIEF ASSISTANT DISTRICT ATTORNEY

JESSICA BLAIN-LEWIS
DEPUTY CHIEF ASSISTANT DISTRICT ATTORNEY

To: Pam O Neill, Purchasing Agent

From: Lee C. Kindlon, District Attorney

Date: February 5, 2025

Re: RFP#2025-016 Provision of Communications and Market Services

After review and scoring of the proposals received for RFP#2025-016 for the Provision of Communications and Marketing Services at that Albany County District Attorney's Office, I recommend awarding the contract to Communications Services. This contract will commence immediately upon execution with a first-year cost not to exceed \$45,000 and a term of one year with renewal options consistent with the RFP.

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



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: Hon. Lee C. Kindlon
District Attorney

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 5, 2025

RE: RFP#2025-016 Communications and Marketing Services

I am in receipt of your recommendation to award the aforementioned to Communications Services in the amount not to exceed \$45,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Communications Services.

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



**REQUEST FOR PROPOSAL
COST OF SERVICES
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF**



RFP NUMBER: 2025-016

It is our hope that you find this proposal to your satisfaction and that the Albany County District Attorney becomes a member of our family of retained clients.

As a retained client, all fees associated with message development, conceptual design and copy writing of all materials, public affairs and public relations work including writing press releases, editing materials written by city staff, working with the DA's staff on initiatives, project management, media training, meetings and phone calls would be covered under the retainer. No matter how many hours we spend on these activities, your retainer would not increase without prior consent from you.

The proposed retainer would be \$3,750 per month.

Not covered under the retainer are:

- Graphic design at \$135/hour
- Photography—based on project
- Video production—based on project
- Web design—based on project
- App design—based on project
- Printing—based on project
- Mailing—based on project
- Postage—based on project
- Reimbursable travel expenses (mileage, food, accommodations)

Before proceeding with any costs above and beyond the retainer, Communication Services will provide the DA's office with written estimates that will be approved before moving forward.

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

**RESPONSE TO
REQUEST FOR PROPOSAL
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF**



**ALBANY COUNTY
DISTRICT ATTORNEY**

LEE KINDLON

RFP NUMBER: 2025-016



TO: LEE KINDLON, ALBANY COUNTY DISTRICT ATTORNEY
PAMELA O'NEILL, PURCHASING AGENT, ALBANY COUNTY

FROM: LIBBY POST, PRESIDENT/CEO
COMMUNICATION SERVICES 

RE: RFP FOR COMMUNICATIONS AND MARKETING SERVICES

DATE: JANUARY 28, 2025

I am writing to express my firm's interest in providing communications and public relations services, as outlined in your RFP, to the office of the Albany County District Attorney.

Communication Services has provided public affairs, strategic communications, public relations, marketing/branding, social media and related services for over 40 years. We have worked successfully with local governments, statewide organizations, public libraries across the country, nonprofit advocacy and service organizations, and small businesses.

Our decades of experience working in and around Albany gives Communication Services a singular perspective on the county, its various communities and the challenges as well as opportunities that lie ahead for the Office of the Albany County District Attorney.

As you will see from the responses to your RFP, Communication Services is uniquely suited to provide you with the communications and marketing services you need. We are a small firm with a great deal of experience and results in crafting and delivering messages through both traditional media and social media as well as through innovative marketing and strategic communications.

Our goal would be to work closely with staff and the District Attorney in order to craft compelling values-based messaging that moves people to understand what the DA's office does and ultimately to support it. I am confident that we can fulfill the DA's marketing and communications needs.



SECTION II: QUALIFICATIONS AND EXPERIENCE

Communication Services specializes in public affairs/public relations, strategic communications, advocacy/electoral campaigns and marketing/branding. Our approach is unique in that we bring 40 years of grassroots organizing and communications experience to our clients.

For the past ten years, we have built the New York State Animal Protection Federation from a small organization with just ten members across the state to a strong organization that is the go to on animal sheltering issues for policy makers, legislators and the media. The Federation now has over 140 members and, among its legislative accomplishments, is the Companion Animal Capital Fund, which to date has provided \$38 million to assist shelters with capital projects.

Communication Services has worked with a multitude of organizations, including public libraries across the country, by employing the following skills and tools:

- Writing and executing strategic communications plans
- Organizational expertise that translates to municipal entities and their concerns
- Consistent branding and messaging
- Strategic communications using state of the art approaches to online and social media communication as well as traditional public relations practices
- One on one outreach to stakeholders
- Relationship building and advocacy in local and state government
- Strategic communications planning and execution to build an effective voice that is heard and listened to
- Building online outreach programs
- Writing for and working with the media for strategic placement of stories and messaging
- Creating new initiatives that engage constituencies through emotional and values-based branding to garner support

Communication Services and its president, Libby Post, have a long history of strengthening organizations through a combination of nonprofit, advocacy, lobbying, strategic communications and marketing expertise. We hope to bring our skills to bear for the Albany County District Attorney's office.

Libby Post will be the primary contact for this project. She holds a master's degree in political communications from the University at Albany and is an adjunct professor at UAlbany's Rockefeller College of Public Affairs and Policy. She is a well-known local voice on WAMC's The Roundtable and has spent her professional life in Albany building solid relationships with the local media.

Post will be responsible for project management and all copy writing. Project management includes, but is not limited to:

- Strategy development and management
- Message development
- Copy writing

- Social media management
- YouTube quality video production
- Website updating
- Media training workshops
- Writing for and dealing with the media
- Strategy sessions/meetings, phone calls and email communication

Post will be available for this project as she is to all of her clients—throughout the business day which starts around 7 a.m. and ends around 9 p.m. and spans the weekend as well when needed. Post is adept at handling multiple priorities and maximizing efficiency to provide her clients with the best services possible.

Libby Post, M.A.

97 Woods Lane, Menands, NY 12204

lpost@commservices.net

518/857-6788

EDUCATION:

University at Albany, Albany, New York

Master of Arts in Political Communications, 1984

Revson Fellowship, Center for Women in Government, University at Albany, Albany, New York
Spring Semester 1984

University at Albany, Albany, New York

B.A., Political Science (major), Journalism (minor)

TEACHING EXPERIENCE:

Adjunct Professor, Rockefeller College of Public Affairs and Policy, University at Albany

RPAD 560, Making Policy Understandable, Spring 2018, Spring 2021, Fall 2023

RPAD/RPOS 588, The Science and Art of Political Campaigns, Spring 2020, Fall 2022, Fall 2024

Adjunct Professor, Department of Communications, University at Albany

COM415, Persuasion and Public Relations, Spring 2016 and Fall 2016

COM382, Introduction to Political Communications, Spring 2017

Appointed to the Rockefeller College Advisory Board, Fall 2024

PROFESSIONAL EXPERIENCE:

Press Secretary, Office of New York State Assemblywoman May Newburger, 1984 and 1985 Legislative Sessions

- Wrote press releases and background materials
- Managed media relations on a host of women's issues including building relationships with the Legislative Correspondents Association at the Capitol

Media Director, Family Planning Advocates of New York State, 1985-86

- Managed outreach to Planned Parenthoods across New York as well as partner organizations for the Campaign to End Unintended Pregnancies.
- Developed messaging, wrote materials, created print pieces

Executive Director, New York State Animal Protection Federation and New York State Animal Protection Federation Education Fund, November 2013-present

- Serve as the statewide political/advocacy voice of New York's humane societies, SPCAs, non-profit and municipal animal shelters.
- Work with shelters across New York on their programs and policies and provide professional development opportunities
- Successfully shepherded the following public policy successes. Among them are:
 - Establishment of the Companion Animal Capital Fund
 - Passage of the Puppy Mill Pipeline Bill

- Passage of the Companion Animal Care Standards Act for Shelters and Rescues
- Passage of a bill that bans discrimination based on breed in homeowners' insurance
- Passage of a bill to mandate veterinarians report animal cruelty
- Passage of several peace office residency requirement bills
- Passage of a bill to ban the leasing of pets in New York State
- Passage of the Shelter/Rescue Registration Act
- Built brand and marketing program to increase membership
- Through the Education Fund, established
 - Shelter Consulting Services to help shelters with new building projects and creating more effective sheltering operations
 - Companion Animal Care Standards Act for Shelters and Rescues Consulting Program
 - Raised \$481,000 in grant funding to provide on-site consulting to shelters and rescues across New York State to assist them in making the necessary changes and upgrades needed to meet the new standards when they take effect on December 15, 2025.

President/CEO, Communication Services, a boutique strategic communications and marketing firm has worked extensively in the public library, health care, not-for-profit, advocacy and electoral fields. 1984-Present

- Managed staff of designers, writers, photographers to brand and market client base of not-for-profits, political candidates, advocacy organizations and public libraries
- Established a successful national Library Advocacy Practice working with over 60 public libraries in New York State on rebranding and then shepherding various voter initiatives on redistricting, budgets or funding votes.
 - Developed messaging, wrote and produced materials including print, websites and social media
 - Success rate is 84%.
 - Contacted as a trainer by United for Libraries, the national Friends, Trustees and Foundations organization, to train public libraries in advocacy and to help them develop a winning strategy. During 2013 and 2014,
 - Worked with the Salem-South Lyon Public Library and the Clarkson-Independence Public Library both in Michigan, the Aurora Public Library in Minnesota, the Stockton Public Library in California and the Public Library of New London in Connecticut. Both Salem-South Lyon and Clarkson-Independence were successful in their millage votes (tax levy) and New London secured a 20% increase in their municipal-based funding.
 - Trainings: ***Building Your Library's Base*** and ***Campaign Planning***
 - Contracted as a strategic and trainer with the Connecticut State Library and the Connecticut Library Association to develop a statewide advocacy program which includes extensive training and strategy development.
 - Contracted by the Appleton Public Library in Appleton, WI to provide extensive advocacy training and strategy development for planned building program (January 2016)
 - Contracted by the Arkansas State Library to present four-part ***Library Campaign Planning Institute*** (April 2016)
 - Certified trainer for the Public Library Association's ***Turning the Page*** program—a six-week, online advocacy course geared to libraries who get their funding directly from their local municipality.
- Established Progressive Public Affairs and Government Relations as a division of Communication Services to market these services to statewide organizations that needs policy campaigns and/or lobbying services

- Contracted with the County Health Officials of New York to brand and develop *The Campaign to ImmuNYze All New Yorkers*.
 - Coordinated the work of freelance graphic designer and organization's web designer
 - Developed a multi-media campaign geared to increasing immunization rates in children and adults. This campaign includes:
 - Social media
 - Print materials
 - Media relations
 - Website
 - Radio buys
 - Video branding
 - Partnership development

Managing Partner, Progressive Elections, political consultancy, started Spring 2018

- Campaign Management, Message Development and Direct Mail, Social Media, Field
- 2018
 - Campaign Management and Message/Direct Mail/Social Media for:
 - Bryan Clenahan, Guilderland Town Judge (win)
 - Direct Mail
 - Dan Coffey, Bethlehem Town Board (win)
 - Video production
 - Kathy Hochul, Lt. Governor
- 2019 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Amy Joyce for Albany Family Court (win)
 - Campaign Management, Message/Social Media, Video Production for:
 - Andra Ackerman for Albany County Court (win)
 - Message/Direct Mail/Social Media
 - Darius Shahinfar for Albany County Comptroller
 - Bill Kelly for Albany City Court Judge (win)
 - Steve Napier for Cohoes Mayor
 - Lisa Weber for Niskayuna Town Supervisor
 - Brian Marsh for Menands Village Board (win)
 - Joanne Cunningham for Albany County Legislature (win)
- 2019 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - State Supreme Court Justice Michael C. Lynch (re-election for 3rd Judicial District) (win)
 - Judge Claudette Newman for State Supreme Court (elections for 6th Judicial District)
 - Marc Dorsey for Bethlehem Highway Superintendent (win)
 - Jean Lapper for Warren County Supervisor
- 2020 Primary Campaign
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - John McDonald for State Assembly (win)
- 2021 Primary Campaign
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Deb Zamer for 14th Ward Common Councilmember (win)
- 2021 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:

- Dillon Moran for Saratoga Springs Commissioner of Accounts (win)
 - Marc Dorsey for Bethlehem Highway Superintendent (win)
 - Bob Poitras for Rensselaer County Legislature
 - Jennifer Massey for Rensselaer County Legislature
- Message/Direct Mail
 - Kathy Sheehan for Albany Mayor (win)
 - Gwen Wright for Rensselaer County Executive
 - Niskayuna Town Supervisor and Town Board slate (win)
 - Coeymans Town Supervisor and Town Board slate
 - Kinderhook Town Supervisor and Town Board slate
 - Kelly Mateja for Colonie Town Supervisor
 - Minita Sanghvi for Saratoga Springs Commissioner of Finance (win)
- 2021 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Michelle Ladouceur for St. Lawrence County Surrogate's Court (win)
- 2022 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Teneka Frost for NYS Supreme Court, 4th district
 - Michelle Ladouceur for St. Lawrence County Surrogate's Court (win)
 - Michael Phillips for Saratoga County District Attorney
 - Message/Direct Mail
 - Sharon Graff for NYS Supreme Court, 3rd district (win)
 - Andy McAdoo for Assembly
 - John McDonald for Assembly (win)
 - Michelle Ostrelich for State Senate
- 2023 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:
 - Brian Herman for Columbia County Court Judge
 - Gordon Boyd for Saratoga County Supervisor
- 2023 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Digital/Video Production for:
 - Aimee Richter for Saugerties Town Justice
 - Brian Herman for Columbia County Court Judge
 - Dan Lynch for State Supreme Court
 - Jaime Puccioni for Niskayuna Town Supervisor
 - Marc Dorsey for Bethlehem Town Highway Superintendent
 - Message/Direct Mail
 - Guilderland Democratic Ticket
 - Kinderhook Democratic Ticket
- 2024 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:
 - Lee Kindlon for Albany County District Attorney
 - Deborah Kearns for Albany County Surrogate's Court Judge
 - Jaime Czajka for Albany County Family Court Judge
 - Kent Sopris for NYS Assembly, 107th AD
 - Dustin Reidy for NYS Assembly, 109th AD
- 2024 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:

- Lee Kindlon for Albany County District Attorney
- Deborah Kearns for Albany County Surrogate's Court Judge
- Jaime Czajka for Albany County Family Court Judge
- 2024 School and Library Board Campaigns
 - Campaign consulting/Message/Direct Mail for:
 - Gail Sacco for Bethlehem Library Board
 - Nina Kaplan for Guilderland School Board

Present Not for Profit/Political Involvement

- **Co-Founder, CapitalWomen**, the Capital Region's women's political action committee
- **Board Member**, Menands Public Library

Additional Trainings

Library Funding and District Options and *How Libraries in NYS Can Reach Out to the Communities* for the New York State Division of Library Development throughout 2008 and 2009. Trainings provided for:

- Brewster Public Library
- Byron-Bergen Public Library
- Canton Public Library
- Long Lake Library
- Margaret Reaney Library
- Mid-Hudson Library System
- Mohawk Valley Library System
- Monroe County Library System
- Onondaga County Public Library
- Port Chester Library
- Ramapo Catskill Library System
- Schenectady County Public Library
- Sharon Springs Library
- Skaneateles Library
- Southern Tier Library System
- Upper Hudson Library System
- Westchester Library System

Library Campaign Training Institute (4-part workshop covering how to executive a successful campaign)

- Mid-Hudson Library System, 2005-06
- New York Library Association, 2009
- Pioneer Library System, 2013
- Ramapo Catskill Library System, 2011

Building Your Base and Campaign Planning (Combined)

- Middleburgh Library, 2014
- Mid-York Library System, 2014
- New York Library Association, 2013 and 2014
- Ramapo Catskill Library System, 2014
- Southern Adirondack Library System, 2012, 2013
- Upper Hudson Library System 2009

Library Advocacy

- Association of Connecticut Library Boards, 2015
- Connecticut Library Association, 2015
- Connecticut State Library, 2015
- Irondequoit Public Library, 2010
- Friends of the Irondequoit Public Library, 2010
- Mid-York Library System, 2015
- New York Library Association, 2011, 2015 (2015 geared toward staff)
- Tompkins County Public Library, 2014 (geared toward staff)
- University at Albany IIST 614, 2015 (geared towards library staff)

Positioning Your Library As An Essential Service

- Connecticut State Library, 2015
- Bethlehem Public Library, 2009
- Finger Lakes Library System, 2010
- North Country Library System, 2009
- NIOGA Library System, 2010
- Nassau Library System, 2009
- New York Library Association 2009, 2010, 2011
- Ramapo-Catskill Library System, 2009
- Southern Adirondack Library System, 2012
- Westchester Library System, 2010

Public Library Districts and Funding Options

- Broome County Public Library and 4-County Library System, 2015
- Canajoharie Library, 2011
- Chautauqua-Cattaraugus Library System, 2014, 2015
- Cohoes Public Library, 2014
- Easton Library, 2012
- Frank Basloe Library, 2011
- Fulton Public Library, 2014
- Greenwich Library, 2012
- Irondequoit Public Library, 2011
- James Prendergast Library, 2015
- Jervis Public Library, 2011
- Middleburgh Library, 2014
- Middleport Library, 2010
- Mid-York Library System, 2011
- Mohawk Valley Library System, 2011
- New York Library Association, 2011
- NIOGA Library System, 2011
- Pember Library and Museum, 2012
- Pioneer Library System, 2011
- Putnam Valley Library, 2010
- Schuylerville Public Library, 2011
- Seymour Library, 2013

- Stillwater Public Library, 2012
- Stoney Creek-Lake Luzerne Library, 2012
- Tompkins County Public Library, 2014
- Wilson Community Library, 2014

So What's Customer Service Have To Do With It?

- Fairport Public Library, 2009
- Guilderland Public Library, 2012
- Nassau County Library System, 2010
- NIOGA Library System, 2009

Academic Law Library Advocacy Training Program (4 part webinar series developed for New England Law Library Consortium)

- Law Library Branding
- Law Library Advocacy
- Law Library—Making Your Case
- Law Library—PowerMapping

On-Going Training for the Connecticut State Library

Additional Published Articles

- *The Question of Family: Lesbians and Gay Men Reflecting a Redefined Society*, Fordham Urban Law Journal, Volume 19, 1991
- *Preparing for a Referendum Campaign*, New York Library Association Newsletter, Winter 2007
- *Planning Your Library Vote*, Journal of Library and Administration Management, New York Library Association, Vol. 6, No. 1, Fall 2009-10
- *Planning Your Vote*, United for Libraries Newsletter, Winter 2015
- *Planning Your Library Vote*, Library Journal, August 21, 2015
- *Making Branding Work for Advocacy*, Library Hotline, Oct. 19, 2015, Vol. 44, No. 41
- *Getting Friends to Advocate and Sell Books*, Library Hotline, September 2016
- *Making Your Library An Asset for Your Local Elected Officials*, Library Hotline, October 2016
- *Building an Advocacy Team Before You Need It*, Library Hotline, January 2017
- *Crisis Communications for Public School Districts*, Association of School Business Officials of NY publication, Spring 2019

Academic and Community Recognition

- Bideawee Recognition of Service Award, June 2024
- Lifepath Third Age Award, May 2022
- Albany County Democratic Committee Women of Distinction/Unsung Heroes Polly Noonan Award, September 2019
- Center for Women in Government Advocacy Award for Establishing CapitalWomen, May 2018
- Schenectady YWCA Woman of Achievement Award, March 2018
- Distinguished Alumni in Political Science, Rockefeller College of the University at Albany, May 2015
- Honored by the Empire State Pride Agenda as one of the organization's founders, November 2015
- Harvey Milk Alumni Award from the University at Albany, May 2013
- 2012 Media Person of the Year by the Women's Press Club of New York State
- Community Service Award from the University at Albany Alumni Association, June 2005

- Council Leadership/Lifetime Achievement Award from the Capital District Gay and Lesbian Community Council, October 2004. In addition to this honor, the Council Leadership Award was named in her honor.
- 100 Women of Excellence by the Albany-Colonie Chamber of Commerce, 2000
- Albany-Colonie Chamber of Commerce Small Business Council Community Service Award, 2004
- Council Leadership Award from the Capital District Gay and Lesbian Community Council, Inc., 1997
- 1995 Jim Perry Progressive Leadership Award from Capital District Citizen Action
- 1994 Making Waves Award from the Albany Area N.O.W
- Citation from Governor Mario M. Cuomo for her work on behalf of New York's LGBT community, June, 1993
- 1992 National Association of Social Workers Public Citizen of the Year award
- 1989 Tribute to Women Award from the YWCA.

Communication Services works with a cadre of freelance professionals for the following services:

- Jennifer Andreadakis for graphic design—Jennifer has been the primary graphic designer for Communication Services for the past ten years. She owns Dakis Designs.
 - (518) 424-0298, jenn@dakisdesignstudio.com
- Tess Diefendorf for web design—Tess began her relationship with Communication Services as an intern in 2015. She is now our web designer who has brought her talent to a variety of organizations across the country.
 - 518-928-0433, tess.diefendorf@gmail.com
- Sonja Stark for video design and production—She owns Pilot Girl Productions. Sonja is a well-known Capital District videographer and Communication Services has been working with her for close to a decade.
 - (518) 256-0967, pilot@pilotgirlproductions.com

SUMMARY OF EXPERIENCE

Communication Services provides public affairs, strategic communications, public relations, crisis communications, branding/marketing, graphic and web design, social media and digital management and printing (union and non-union) to its clients and works with professional colleagues on video and audio production.

Communication Services' understanding of the state political process and lobbying has served its clients well. Crafting effective communications plans and messaging for public affairs campaigns and working closely with clients to pursue their communications goals is one of our strongest skills.

The firm also has experience in media buying across all platforms—social media, TV, radio and outdoor advertising. For example, Communication Services successfully ran The Campaign to Immunize All New Yorkers (www.immunize.org) for the County Health Officials of New York State which has reached New Yorkers across the state through a combination of social media, print materials, radio and outdoor advertising. We were also able to garner press coverage for the campaign and the subject of immunizations through op eds that were placed around the state.

Our work with other advocacy causes or organizations spans the gamut. For the past 19 years, we have worked very closely with the state's public libraries to convince their local taxpayers to raise their own taxes to support their library. We have an 84% win rate and have perfected a set of messages and materials that have won over and over. Our work has been recognized by the New York Library Association and our president served on the American Library Association's Committee on Library Advocacy and the board of United for Libraries, the national library Trustees, Friends and Foundation advocacy group.

Communication Services conceived and executed the 1 in 38 Campaign for the New York State Society of Plastic Surgeons which brought the issue of congenital anomalies to the forefront (<https://1in38.org/>) creating the campaign's branding and effective messaging to position the issue for continued advocacy.

Through our contacts with the Legislative Correspondents Association and statewide media, we were able to place stories about the campaign in various media outlets. For a legislative campaign, our goal is to get our clients onto the shows and media outlets that legislators watch or listen to such as Susan Arbetter's *Capital Tonight* and on *The Empire State Report*.

Our relationship with the media spans over forty years and our president, Libby Post, is a trusted source of information for the press.

Post has extensive experience and expertise in electoral campaigns and has provided winning strategy, messaging, direct mail, social media and digital, and video production for a number of local races including

- Dan Lynch for State Supreme Court—campaign management and branding, literature, social media and digital ad management, video production and placement
- Jaime Czajka for Albany County Family Court—campaign management and branding, literature, direct mail, social media and digital ad management, video production and placement
- Deb Zamer for Albany Common Council—campaign management and branding, literature, direct mail, social media
- Dillon Moran for Saratoga Springs Commissioner of Accounts— campaign management and branding, literature, direct mail, social media
- John McDonald for Assembly—direct mail, video production and placement
- Daniel McCoy for Albany County Executive—direct mail
- Holly Trexler for Albany City Court—campaign messaging and management, social media, video production for TV and social media, direct mail
- Vicky Plotsky for Albany County Legislature—direct mail
- Maureen Cunningham for Bethlehem Town Board—direct mail

SELECTED CLIENTS SINCE 2013

Albany Newspaper Guild

Albany Public Library Foundation

American Association for the Prevention of Cruelty to Animals

Amsterdam Free Library

Appleton Public Library, WI

Arkansas State Library

Barker Free Library

BBL Hospitality

Brookfield Public Library, CT

Buffalo and Erie County Public Library

City of Albany

Clarkston Independence District Library, MI

Congregation Ohav Shalom

Connecticut Library Association

Connecticut State Library

County Health Official of New York State

Crandall Public Library

Cruelty Free International

DocuPet

Dunkirk Public Library

Fairport Public Library

Gold Coast Public Library

Greenfield Public Library, MA

Guilderland Public Library

Holly Trexler for Albany City Court

Hudson Area Library

Humane Society of the United States

Johnstown Public Library

Lisa Fisher for Supreme Court

Mackey for Supreme Court
Maureen Cunningham for Bethlehem Town Board
Mount Vernon Public Library
New York State Animal Protection Federation
New York State Animal Protection Federation Education Fund
New York State Society of Plastic Surgeons
OnSite Vision Plans
Prendergast Library
Progressive Elections
Ripley Public Library
Salem-South Lyon District Library, MI
Saratoga Harness Horsepersons Association
Scarsdale Public Library
Skaneateles Library
Stockton Public Library, CA
Sue Kushner for Albany County Family Court
The Campaign for New York's Well-Being
Tilton Public Library
Vicky Plotsky for Albany County Legislature
Victor Farmington Library
Winona Public Library, MN

SECTION III: REFERENCES

Hon. Kathy Sheehan
Mayor, City of Albany
518-441-6122
ksheehan@albanyny.gov

Hon. John McDonald
NYS Assemblymember
518-365-2569
mcdonaldj@nyassembly.gov

Gary Rogers, Former President
New York State Animal Protection Federation
Board Member, NYSAPF Education Fund
President, Nassau County SPCA
Cell: (516) 647-0026
grogers@ncspca.us



January 24, 2025

Lee Kindlon
Albany County Distirict Attorney
6 Lodge St.
Albany NY 12207

Dear Lee:

Communication Services and its President/CEO, Libby Post, are uniquely qualified to provide strategic communication and marketing services to the Albany County District Attorney's office.

I've worked with Libby since 2010 when she provided invaluable communications strategies for my first Assembly campaign. Since then, she has been a trusted adviser on various legislative issues including animal crimes and women's health.

As a lobbyist, Libby has built strong relationships with members of both houses and both sides of the aisle and would be a strong voice for the Albany County DA's office in that venue when needed.

Over the 40 years Communication Services has been in business in the Capital Region, Libby has developed long-term and trusting relationships with the local media. She is the go-to person on various issues and has extensive experience developing clear and concise messaging that can be turned into press releases, editorial pieces and multi-media products.

She is well versed in the needs of a busy communications office and is adept at melding together those needs with that of a busy principal, such as the District Attorney. From developing communications plans to writing press packets and speeches to producing social, digital and multimedia products, Libby and her firm have the skills and experience needed to aid the Albany County District Attorney's office.

Libby is a team player and knows how to play well in the Albany County sandbox with its multitude of elected officials, law enforcement and community organizations. Her connections within those communities will serve the Albany County District Attorney's office well. She also understands her role as a consultant to organizations such as the DA's office and will work collaboratively with staff.

I highly recommend Libby and her firm, Communication Services, to provide communication and marketing services to the District Attorney's office.

Sincerely,

Member of Assembly
John T. McDonald III, RPh



**CITY OF ALBANY
OFFICE OF THE MAYOR**

24 EAGLE STREET
ALBANY, NEW YORK 12207
WWW.ALBANYNY.GOV

KATHY SHEEHAN
MAYOR

January 24, 2025

Hon. Lee Kindlon
Albany County District Attorney
6 Lodge St.
Albany, NY 12207

Dear District Attorney Kindlon:

Thank you for the opportunity to write a letter of recommendation for Communication Services and its President/CEO Libby Post for the Albany County District Attorney's RFP for Communication and Marketing Services.

Communication Services has been working with my office directly since 2022 when Post and her firm began providing communication and marketing services to the City. Under her leadership, Communication Services has provided the city with the following:

- Crisis communications counsel and execution
- Creating and organizing statewide and regional media opportunities for my office such as appearing on SpectrumNews' CapitalTonight and WAMC's The Roundtable
- Writing and editing of press releases, press statements and presentations
- Organizing events such as State of the City events
- Graphic design, photography and video services as needed

Post is in regular contact with my office and has helped to handle delicate media issues such as the removal of the Schuyler Statue from in front of City Hall to New York City's transport of undocumented individuals to the City to the post-October 7th shooting at Albany's Temple Israel. Post helps us shape our strategy and messaging on a plethora of City issues. Working with local media for over 40 years, Post has a reputation for being straightforward and honest. This has served the City well.

Perhaps most paramount is her availability. No matter what time of day, Post has always been available to consult, write and/or edit press releases and statements. She has the gift of writing quickly and succinctly. Her skills have been an invaluable addition.

I wholeheartedly recommend Post and her firm, Communication Services, for the Albany County District Attorney's RFP for Communication and Marketing Services. Her skills, savvy and success will serve the office well.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy", with a long horizontal flourish extending to the right.

Kathy M. Sheehan
Mayor, City of Albany

SECTION IV: PLAN IMPLEMENTATION

Communication Services is uniquely qualified to provide the Albany County District Attorney's Office with the scope of services as outlined in the RFP.

As detailed above, the firm and its President/CEO Libby Post has 40 years of experience providing strategic communications, crisis communications and marketing services to its clients. What distinguishes Communication Services from other firms is Post's ability to meld her skills together to serve her clients. With a master's degree in political communications and as an Adjunct Professor at the Rockefeller College of Public Affairs and Policy at the University of Albany, Post has honed her writing, project/campaign management, marketing and public relations skills to meet the varied needs of her clients.

The scope of services outlined in the RFP fits perfectly with her skills. She knows how to work with diverse groups of people to build consensus on message development and execution. She can write press releases, press advisories, opinion pieces, video scripts and other materials to further the communications goals of the DA's office. She has considerable experience writing communications plans that include both traditional media, social media, digital outreach, print materials and video production, all which would reflect the messaging of the office. She also has built the relationships and reputation needed to communicate effectively with stakeholders, local and state elected officials, regulatory agencies and policy making boards.

Post's teaching experience at the University has given her the skills to prepare staff to effectively communicate to their various publics on a plethora of issues.

SECTION V: COST OF SERVICES

It is our hope that you find this proposal to your satisfaction and that the Albany County District Attorney becomes a member of our family of retained clients.

As a retained client, all fees associated with message development, conceptual design and copy writing of all materials, public affairs and public relations work including writing press releases, editing materials written by city staff, working with the DA's staff on initiatives, project management, media training, meetings and phone calls would be covered under the retainer. No matter how many hours we spend on these activities, your retainer would not increase without prior consent from you.

The proposed retainer would be \$3,750 per month.

Not covered under the retainer are:

- Graphic design at \$135/hour
- Photography—based on project
- Video production—based on project
- Web design—based on project
- App design—based on project
- Printing—based on project
- Mailing—based on project
- Postage—based on project
- Reimbursable travel expenses (mileage, food, accommodations)

Before proceeding with any costs above and beyond the retainer, Communication Services will provide the DA's office with written estimates that will be approved before moving forward.

FIRM CERTIFICATIONS

Communication Services is a state-certified women's business enterprise. In addition to being a woman-owned business, Communication Services is also a LGBTQ-owned business.

We do hold all the necessary insurances:

- General business liability
- Workers Compensation
- Vehicle insurance
- Health insurance

FIRM INFORMATION

Three Sisters Ink, LTD D/B/A Communication Services
PO Box 1115
Albany, NY 12201

Offices located at 150 State St., 4th Fl., Albany, NY 12207

Cell: 518-857-6788

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services
RFP Number: 2025-016

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

1/24/25

Number

RFP # 2025-016

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

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

(c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (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 Proposal shall be addressed to:
Libby Post, President/CEO
PO Box 1115 Albany NY 12201
lpost@commservices.net
Phone: 518-857-6788
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services

RFP Number: 2025-016

Submit a cost proposal as per Section 4 Scope of Services.

COMPANY:

Communication Services

ADDRESS:

PO Box 1115

CITY, STATE, ZIP:

Albany NY 12201

TEL. NO.:

518-857-6788

FAX NO.:

FEDERAL TAX ID NO.:

14-1668218

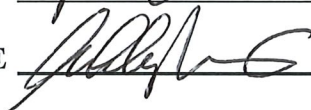
REPRESENTATIVE:

Libby Post

E-MAIL:

lpost@comm services.net

SIGNATURE AND TITLE

 President/CEO

DATE

1/24/25

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

President/CEO

Title

Communication Services

Company Name

1/24/25

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 24th day of January, 2025, before me personally appeared Libby Post to me known, who, being by me sworn, did say that he resides at (give address) 97 Woodslane, Menands NY 12204; that he is the (give title) President/CEO of the (name of corporation) Three Sisters Ink LTD D/B/A Communication Services, 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.

025462617, Darius Shahinfar

Notary Public, State of New York

Qualified in County of Albany

Commission Expires 5/14/28

If Partnership:

STATE OF NY)
COUNTY OF Albany) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Three Sisters Ink, Ltd</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1668218</i> b) DUNS # <i>199758467</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>Communication Services</i>		5. WEBSITE ADDRESS (if applicable) <i>www.commservices.net</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>150 State St, HBF Albany NY 12207</i>		7. TELEPHONE NUMBER <i>518-857-6788</i>	8. FAX NUMBER <i>—</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Libby Post</i> Title <i>President/CEO</i> Telephone Number <i>518-857-6788</i> Fax Number <i>N/A</i> e-mail <i>lpost@commservices.net</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Libby Post</i>	TITLE <i>President/CEO</i>	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service ☒ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates. ☐ Yes ☒ No			

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.

**RESPONSE TO
REQUEST FOR PROPOSAL
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF**



**ALBANY COUNTY
DISTRICT ATTORNEY**

LEE KINDLON

In response to question 15-A:

Libby Post, President and CEO of Communication Services, has served as a board member of the Menands Public Library since June 2023.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner [Signature]

Address

Printed Name of Signatory LIBBY POST

City, State, Zip

Title President/CEO

Sworn before me this 24th day of January, 2025;
[Signature]
Notary Public
025462617

Darius Shahinfar

Printed Name

[Signature]

Signature

2/24/25

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.

1/24/25
Date



Signature
President/CEO

Title
Communication Services

Company Name

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DISTRICT ATTORNEY



RFP#2024-016

COMMUNICATIONS AND MARKETING SERVICES

**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
Pamela.oneill@albanycountyny.gov**

TITLE: Communications and Marketing Services
RFP NUMBER: 2025-016

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 PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-PROPOSER RESPONSE

RFP #2025-016

Communications and Marketing Services

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

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ 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/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-016

Sealed Proposals for **Communications and Marketing Services** as requested by Albany County District Attorney will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, January 31, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP 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 January 16, 2025.

Pamela O Neill
Purchasing Agent

Dated: ***January 13 2025***
Albany, New York

PUBLISH ONE DAY – **JANUARY 16, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **JANUARY 16, 2025** -- THE TIMES UNION

**COUNTY OF ALBANY
REQUEST FOR PROPOSALS
FOR THE PROVISION OF COMMUNICATIONS AND MARKETING SERVICES
ALBANY COUNTY DISTRICT ATTORNEY'S OFFICE
RFP #2025-016**

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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: PURPOSE

- 1.1 The County of Albany is seeking proposals from qualified individuals or firms to provide Communications and Marketing services on an as-needed and non-exclusive basis as requested by needed by the Albany County District Attorney's Office.
- 1.2 The selected proposer will assist the District Attorney's Office in the development and implementation of internal and external communications plans on an as-needed and non-exclusive basis.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday January 31, 2025**, at the following address:

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

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany County also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County District Attorney's Office.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with communications and marketing services for offices, agencies and municipal entities within the County of Albany and the greater Capital Region.
- 3.5 Provide at least two (2) references from similar communications and marketing operations conducted within the greater Capital Region including name, addresses and telephone numbers.

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The selected Proposer(s) may be required to perform the following scope of services on an as-needed and non-exclusive basis, and in the manner(s) herein described:

A. Communications services, generally.

1. The selected Proposer(s) shall provide the Albany County District Attorney’s Office with assistance in the the development and implementation of external and internal communications plans on a non-exclusive and as-needed basis.

2. Responsible for coordinating overall external communications, including, but not limited to, the following, in print and/or video as needed:

- i. Coordinate with the District Attorney’s Office and staff directly for media interview opportunities as necessary.
- ii. Proactively seek out appropriate communications partnerships.
- iii. Create press releases as directed by the District Attorney’s Office. All releases should be disseminated to key targeted media as designated by the content of the release. The emphasis will be on enhancing the District Attorney’s Office’s reputation. All releases must be approved by the District Attorney and/or their designee.
- iv. Additoinal deliverables shall include, but shall not be limited to, the development of communications plans, multimedia content, and content packets for individuals, groups, and stakeholders in the community.

B. Communicate the interests of the District Attorney’s Office’s to state and local lawmakers, regulatory agencies and policy making boards.

C. Work with employees of the District Attorney’s Office to prepare them to effectively communicate the office’s position on certain matters, cases, events and issues.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one year and shall commence on the date of the fully executed contract.

5.2 At the end of the initial one-year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS:

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer’s plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment “A”), Acknowledgment by Proposer (Attachment “B”), and Vendor Responsibility Questionnaire (Attachment “C”); Iranian Energy Divestment Certification (Attachment “D”).

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County **District Attorney’s Office**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Experience of proposer	60%
Creativity of proposal	25%
Cost of proposal	15%

8.3 Proposals will be examined and evaluated by the **Albany County District Attorney’s Office** with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: ALTERNATIVES

- 9.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 10: INDEMNIFICATION

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

SECTION 11: SPECIFICATION CLARIFICATION

- 11.1 All inquiries with respect to this Request for Proposals 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

- 11.2 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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 11.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 12.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be

returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

- 12.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 13: PROPOSAL SECURITY

- 13.1 No proposal security is requested for this Proposal.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS

- 14.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's 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 of insurance 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 or 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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

- 14.2 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. **Proposal number must appear on insurance certificate.**

(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.

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

SECTION 15: REMEDY FOR BREACH

15.1 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 16: FREEDOM OF INFORMATION LAW

16.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 17: MACBRIDE PRINCIPLES

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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 18: ANTIDISCRIMINATION CLAUSE

- 18.1 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 19: INTERPRETATION

- 19.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor's proposal.

SECTION 20: NON APPROPRIATIONS CLAUSE

- 20.1 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 21 EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 21.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 21.2 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.
- 21.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 21.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 21.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 21.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, 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 contract.

SECTION 22: IRANIAN ENERGY SECTOR DIVESTMENT

22.1 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.

22.2 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.

22.3 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.

22.4 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.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services
RFP Number: 2025-016

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

- (c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (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 Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services

RFP Number: 2025-016

Submit a cost proposal as per Section 4 Scope of Services.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☐ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☐ No	

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Albany County Request for Contract Approval

Contract #	2025-2744
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A1010 - Legislature
Date Submitted	Friday, January 31, 2025
Contact Person	Ford, Eric
Contact Phone	518-447-7789
Vendor Info	OneTeam Leadership 6805 Carnegie Boulevard, Suite 225, Charlotte, NC 282211
Estimated Amount	\$35,000.00
Estimated Term	2/3/2025 to 6/2/2025
Scope of Services	A leadership training that cultivates effective and healthy teamwork behaviors .
Budget Line Item	AA1010 - 44011 - 10000
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



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: Eric Ford, Director of Budget
Office of the Chair

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 27, 2025

RE: Procurement of a Leadership Training for Legislative Staff Members

I am in receipt of your recommendation to One Team Leadership in the amount not to exceed \$35,000.00.

As you have issued a RFQ and solicited to numerous prospective vendors I approve of your recommendation to One Team Leadership.

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

COUNTY OF ALBANY
REQUEST FOR QUOTES
Leadership Training
Albany County Legislature

SECTION 1: PURPOSE:

- 1.1 The County of Albany is seeking quotes from qualified leadership training firms to provide effective in-person team “Team Building” training to legislative staff.

SECTION 2: RECEIPT OF QUOTES:

- 2.1 Quotes must be received original form or by fax or email, close of business (4:30 p.m.) on Wednesday, January 22, 2025 at the following address, fax number, or email address:

Eric Ford
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Fax # (518) 447-5683
Email: eric.ford@albanycountyny.gov

- 2.2 The Albany County Legislature reserves the right to reject any or all quotes in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional quotes.
- 2.3 Submission of any quote indicates acceptance of the conditions contained in the RFQ, unless clearly and specifically noted otherwise in the quote.
- 2.4 The Albany County Legislature may, at any time change any portion of the RFP described and detailed herein.
- 2.5 Quotes and supporting documentation will be examined and evaluated by the Albany County Legislature.

SECTION 3: VENDOR QUALIFICATIONS:

3.1 Any vendor submitting a quote to provide services under this RFQ shall possess the following minimum qualifications:

***A minimum of 10 years of industry experience in training or related field.**

3.2 In addition, Albany County may make such investigations it deems necessary to determine the ability of the vendor to perform the work. The vendor 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 quote if the information submitted by, or investigation of, such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.

SECTION 4: SCOPE OF SERVICES:

4.1 The leadership team of the Albany County Legislature is dedicated to ensuring that its four functional departments work collaboratively with a clear and unified approach to serving the county effectively. The Legislature is requesting quotes for a leadership training that cultivates effective and healthy teamwork behaviors that will help bring together four sub-teams that make up its organization.

All submitted proposals should include the following components:

- A brief summary of training strategies.
- A two day in-person retreat style training, complete with all necessary training materials for 22 individuals to be scheduled tentatively for the end of April or early May of 2025.
- Number of planning sessions for retreat training and all engagements pre/post event.
- Description of all staff engagements, retreat training topics, and any post-retreat capture or follow-up.
- A cost schedule of no greater than a total of \$60,000 for performance of required services under the RFQ.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be from March 1, 2025 to July 1, 2025.

5.2 The selected vendor shall execute a contract with the County of Albany in substantial conformance with this RFQ.

SECTION 6: QUOTE SUBMISSIONS:

7.1 In order for the County to conduct a uniform review process of all quotes, quotes must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a quote because adherence to this format is critical for the County's evaluation process:

I: Vendor Identification

Give the name of the firm, address, telephone and facsimile numbers, contact person and email address.

II: Vendor Qualifications

- a. Provide a brief history and description of your firm.
- b. Include your firm's most recent annual report.
- c. Identify your firm's professional staff members who would be involved in the County engagement, and the experience each possesses, and the location of the office from which each work.
- d. Give the name and title of person(s) authorized to bind the firm in a contract with Albany County.
- e. Detail your firm's experience with Leadership/Team Building Training.
- f. Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- g. Provide any additional information that would distinguish your firm in its service to Albany County.

III: Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the vendor's plan to carry out the requested service.

IV: Cost Proposal Section -

- a. Submit a cost proposal for the services described in this RFQ.
- b. Detail the fee structure for the work. Provide hourly rates and reimbursable costs if not included in the lump sum.
- c. Provide any other relevant information that will assist the County in evaluating your quote submission.

SECTION 7: QUOTE EVALUATION:

7.1 Quote submissions will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFQ.

7.2 Quote submissions received will be evaluated by the Albany County *INSERT DEPARTMENT NAME HERE* based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
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Industry Experience and Qualifications	35%
Cost	25%
Quality of Proposal	25%
Evaluation Metrics	15%
Total:	100%

SECTION 8: INDEMNIFICATION:

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

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this Request for Quotes must be directed to the Albany County Legislature as follows:

Eric Ford
 Director of Budget and Fiscal Studies
 112 State Street, Room 710
 Albany, NY 12207
 (518) 447-7789 (Telephone)
 (518) 447-5683 (Fax)
 E-mail: eric.ford@albanycountyny.gov

- 9.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Questions received less than two (2) days prior to the quote submission deadline will not be answered.

SECTION 10: INSURANCE AND SECURITY REQUIREMENTS:

- 10.1 The successful vendor will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's 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 of insurance 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 or 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

MAY BE REQUIRED FOR SOME RFQ'S

- (d) **Professional Medical Malpractice Insurance:** A policy or policies with limit of not less than \$1,000,000.

OR

- (d) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$1,000,000.

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

- (a) Albany County shall be named as an additional insured on all liability policies. **RFQ number must appear on insurance certificate.**
- (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.

10.3 No work shall be commenced under the contract until the successful vendor 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 vendor. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful vendor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful vendor to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful vendor to procure and maintain any required insurance, shall not relieve the successful vendor from any

liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful vendor concerning indemnification.

SECTION 11: REMEDY FOR BREACH:

- 11.1 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 12: INTERPRETATION

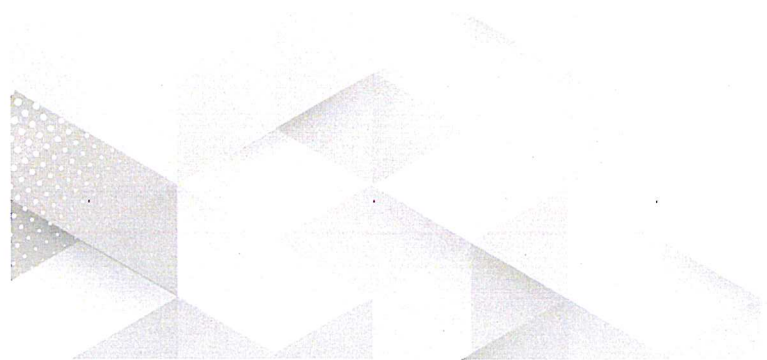
- 13.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFQ, and/or, the Agreement (between the County and the successful vendor) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve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



The OneTeam Ultimate Advantage Process

PREPARED FOR
Albany County Legislature





I. EXECUTIVE SUMMARY

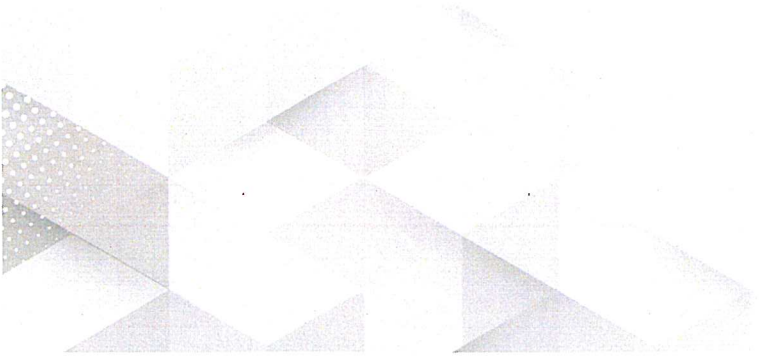
The leadership team of the Albany County Legislature is dedicated to ensuring that its four functional departments work collaboratively with a clear and unified approach to serve the county effectively. At OneTeam Leadership, we call our approach to helping organizations cultivate effective and healthy teamwork behaviors "The OneTeam Ultimate Advantage." This name reflects our belief that a high-functioning, high-performing team that consistently works together as a cohesive unit is the ultimate advantage for any organization.

This teamwork process will bring together the four sub-teams that make up the Legislature: The Chair's Office, Majority Leader's Office, Legislative Black Caucus (LBC), and Clerk's Office. Over the last several years, the organization has experienced several key changes that have shifted the fundamental dynamics of how these sub-teams' function with each other. The leadership recognizes now is the right moment to invest in this team's overall growth and build upon Chairwoman Joanne Cunningham's vision for a "one mission" team. The ultimate goal for this work is to create a new one team culture and a reliable model for operating as a cohesive team that is committed to executing on behalf of the county's stakeholders. More specifically, this process will guide and support the group in establishing a framework for cross-team collaboration, a stronger communication process, and clear agreements that allow "the people's work" to be executed in a more efficient and effective manner.

II. ENGAGEMENT FOCUS AREAS

The purpose of this engagement is to support the Albany County Legislature in taking a significant step forward in its journey toward becoming a more collaborative, aligned, and high-performing organization. This teamwork process aims to install a one team mindset, stronger teamwork behaviors and fundamentals that will ultimately create greater alignment and efficiency in legislative operations. To meet these outcomes, this process will be built around the following OneTeam Leadership development models:

1. **Becoming a High-Performing and High-Functioning Team** – By first focusing on their individual work as leaders and as a team, the Legislative Team will be trained in and begin practicing the foundational behaviors practiced by all high-functioning and high-performing teams using *The OneTeam Ultimate Advantage Model*. Specific competencies include:
 - **Self-Leadership:** practicing self-awareness, self-management, personal growth, and versatility in teamwork behaviors.
 - **Connected Relationships:** demonstrating care, commitment, and support for each teammate's success.
 - **Active Trust:** taking intentional actions to build character and competency trust with



each teammate.

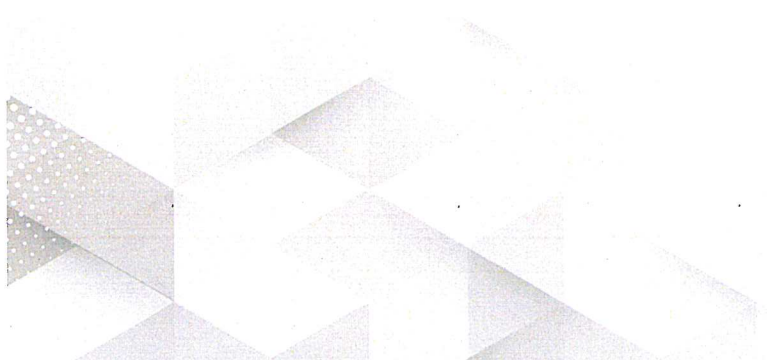
- **Straight-Talk Communication:** listening, direct yet respectful speaking, tough debating, and a willingness to challenge the status quo.
- **Clarity & Alignment:** effectively making high-quality decisions and being rigorous about agreements and team directions.
- **Accountability:** holding ourselves and our teammates accountable for performance and behavior.
- **Execution:** pursuing the team mission and delivering team results as one team.
- **Extraordinary Results:** delivering performance results and sustaining a healthy, high-functioning team culture.

2. **Creating an Intentional Team Culture** – The team will be trained and begin practicing the fundamentals of team culture, including:

- **The ABCs of Culture** – The Attitudes, Actions, Behaviors, and Choices that shape and reinforce the team culture.
- Culture is a logical system that shapes and influences how people behave and learn to fit into a human community.
- Disrupt the current default organizational culture and create a new intentional culture inside of the Legislative Team.
- **Shift the Mindset, Shift the Culture** – The Mindset, beliefs, and value statements that anchor every great team culture.
- **Govern to What We Value** – The team will create and commit to a clear set of values, beliefs and agreements that serve as their governing constitution. The team will also establish a reliable way to govern team agreements and norms.
- **Seeking Breakthrough Moments** – Practicing intentional collaboration with each other and other stakeholders. Direct and consistent personification of the most valued behaviors (One Team Behaviors) is a critical part of reinforcing a new intentional and high-functioning team culture.

3. **Lowering Resistance** – The process will help identify any roadblocks, including historical biases, that erode teamwork. The team will work to identify any historical biases that may be creating resistance or tribalism. The process will also focus on building new techniques to improve overall communication with each other.

4. **Building a Partnership of Cohesion, Trust, and Collaboration** – The team will develop a greater ability to cultivate trust, connection, and committed collaborative partnerships. Each leader's ability to be situationally aware, versatile, and to respond in a manner that serves the long-term partnership will be a vital outcome from this process.



III. 5-MONTH ENGAGEMENT COMPONENTS

1. Engagement Preparation with Joanne Cunningham, Chairwoman of the Albany County Legislature, Caitlin O'Brien, Chief of Staff and Office of the Chair, and Eric Ford, Budget and Financial Services Director (January – February 2025)

- Conversations, discovery and preparation to:
 - Establish key focus areas and desired outcomes
 - Establish clarity of scope
 - Establish role clarity and associated accountability
 - Review key stakeholders
 - Establish engagement agreements and communication norms
- Draft, develop, and finalize the retreat agenda
- Draft, finalize and execute a customized communication cascade to all attendees.

2. Monthly Planning Sessions Caitlin O'Brien, Chief of Staff and Office of the Chair, and Eric Ford, Budget and Financial Services Director (January – May 2025)

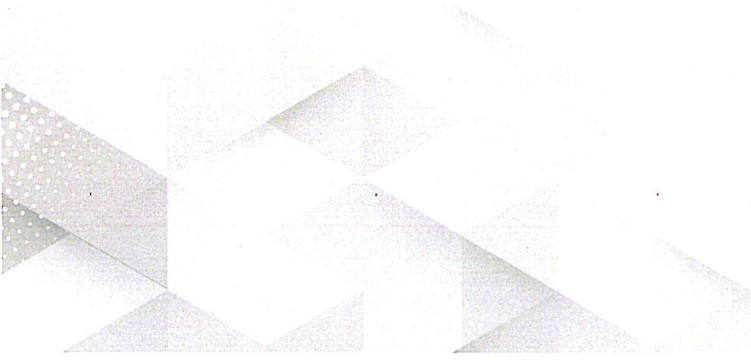
3. Monthly Planning Sessions and Progress Updates with Joanne Cunningham, Chairwoman of the Albany County Legislature (January – May 2025)

4. Retreat Readiness (February – March 2025)

- Launch a customized survey to assess each retreat attendee's individual priorities and desired retreat outcomes
- Administer pre-retreat workstyle assessment for each retreat attendee and provide a personalized report during retreat discussions
- Small group readiness conversations with each retreat attendee to build relationship and momentum for the live retreat
- Full group readiness Zoom conversation to establish shared context for the retreat and share final recommendations for a productive conversation

5. 2-Day Retreat (March 2025)

- Aligning the overall retreat objectives and outcomes
- Defining what success looks like for the Legislative Team
- Establish a new One Team Compact with clear team values, new culture standards, clearer communication norms, and new one team agreements
- Establishing a solid team foundation designed for extraordinary performance
- Training on The OneTeam Ultimate Advantage Model (see addendum)

- 
- Training on the following topics:
 - Strengthen the level of connection and relationship amongst the team
 - Understand each retreat attendee's workstyle profile
 - Strengthen the level of both relational and competency trust that exists among the team
 - The team's ability to get aligned and stay aligned
 - The team's ability to make integrity-based agreements
 - Define the level of collaborative engagement amongst the team to maintain cohesion, connection, and high functionality
 - The team's ability to effectively communicate and debate the issues
 - Clarity and Alignment – Ensure the team has a reliable and consistent process to get and stay aligned regarding who is responsible for what, including clear communication lines
 - Clarity and Alignment – Ensure the team has a reliable process that creates executional ownership and accountability for key activities, tactics, and tasks

6. Post-Retreat Capture and Output (March 2025)

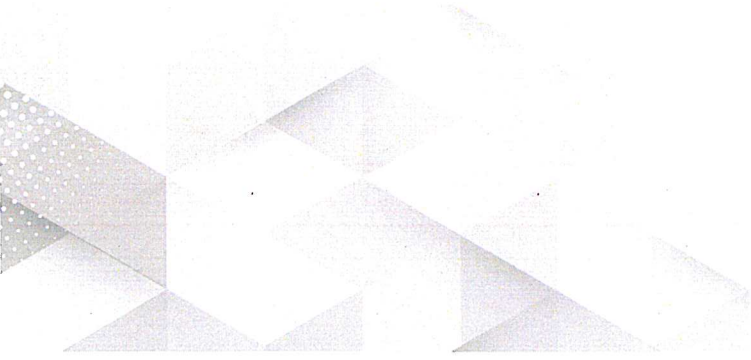
- Debrief session with Nicholas Beamon, Joanne Cunningham, Caitlin O'Brien, and Eric Ford
- A summary document outlining retreat agreements, decisions, and retreat capture

7. Two (2) 60-minute Digital Accountability Sessions (April – May 2025)

- Session 1 to occur in April 2025
- Session 2 to occur in May 2025
- The purpose of these sessions is to support leaders in the early days of their new cross-team collaborative model and as they begin practicing OneTeam teamwork models.

IV. ENGAGEMENT

Nicholas Beamon will be the primary consultant on this engagement, which will run from January 2025 through May 2025. Engagement fees are project and value-based. Fees for this project are \$30,000 plus expenses (i.e., travel, venue, meals, etc.) Terms are net 30 and due upon acceptance.



V. ACCEPTANCE

Signature: _____ Date: _____

Please sign, date, and scan the document. Return via email to Ross.Summerland@oneteamleadership.com

DRAFT



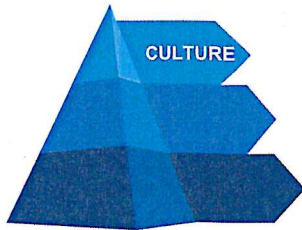
ADDENDUM: The OneTeam Ultimate Advantage Process

The OneTeam Advantage



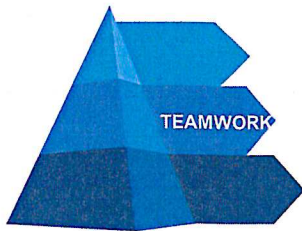
- 1 **Self-Leadership** is practicing self-awareness, self-management, personal growth, and versatility in teamwork behaviors.
- 2 **Connected Relationships** is demonstrating care, commitment and support for each teammate's success.
- 3 **Active Trust** is taking intentional actions to build character and competency trust with each teammate.
- 4 **Straight-Talk Communication** is listening, direct respectful speaking, tough debating and a willingness to challenge the status quo.
- 5 **Clarity & Alignment** is effectively making high-quality decisions and being rigorous about agreements and team direction.
- 6 **Accountability** is holding ourselves and our teammates accountable for performance and behavior.
- 7 **Execution** is pursuing the team mission and delivering team results as one team.
- 8 **Extraordinary Results** is delivering performance results and sustaining a healthy, high-functioning team culture.

ONETEAM LEADERSHIP IS A STRATEGIC CONSULTING FIRM THAT BELIEVES LEADERSHIP, TEAMWORK AND CULTURE MAKE THE MOST SIGNIFICANT IMPACT ON AN ORGANIZATION'S PERFORMANCE.



CULTURE

Culture is what brings people together throughout the organization to deliver results as OneTeam™.



TEAMWORK

Teams are the execution and achievement building blocks of organizations. High performance teams are deeply collaborative and bring out great individual performance which combines to deliver results that no team member could achieve on their own.



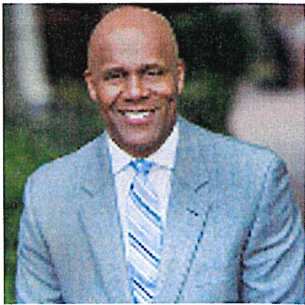
LEADERSHIP

Leadership is the foundation of performance in organizations. Strong leaders throughout an organization create a workplace where everyone fully engages and individuals contribute at their highest level.



WE BRING DECADES OF EXECUTIVE AND CONSULTING EXPERIENCE TO OUR WORK HELPING FORWARD-THINKING LEADERS BUILD LEADERSHIP, TEAMWORK AND CULTURES THAT ENGAGE THEIR MOST POWERFUL AND DURABLE COMPETITIVE ADVANTAGE – THEIR PEOPLE.

CONSULTANT TEAM



NICHOLAS BEAMON | FOUNDING PARTNER

Nicholas Beamon specializes in organizational culture and team development, including the strategic integration of mergers and acquisitions. Nicholas brings 20 years of corporate banking experience to his consulting work to help leaders, teams, and organizations reach their full performance potential.

In his role as a senior executive for a national bank, he was responsible for strategy development, talent development, and the performance of key business lines. Nicholas has a finance degree from the University of South Carolina and an MBA from the McColl School of Business at Queens University in Charlotte, NC. He is married with two sons. When he is not enjoying being immersed in his life's work, he spends a lot of his free time coaching on the baseball field.



JOHN DEFRIESE | FOUNDING PARTNER

Jon is committed to helping leaders drive transformational change, build highly engaged organizations, and deliver extraordinary performance. He advises clients through an integrated approach to developing leaders, high performance teams, and healthy cultures.

His prior career spanned two decades of leadership across a range of industries. Jon's ideas and practices are grounded in first-hand application and he brings a deep understanding of what it feels like to lead enterprise-wide change to OneTeam Leadership clients.

Jon currently sits on the Board of Directors for Apparo Technology Solutions and the East Carolina University Board of Visitors. He received his undergraduate degree from ECU and his MBA from Harvard Business School.



TOM LANE | FOUNDING PARTNER

Tom brings deep executive experience as a financial services leader to his work with leaders, teams, and organizations. His passion is helping leaders and teams achieve executional excellence by revealing and removing performance barriers.

Tom brings over 20 years of corporate experience and a decade of leadership consulting to his work. He graduated from the University of Colorado at Boulder with a double major in psychology and communications and earned his MBA from Duke University's Fuqua School of Business. He is passionate about community building and supporting children as well as cheering on the New York Yankees and his Duke Blue Devils.

Albany County Request for Contract Approval

Contract #	2025-2718
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	DM5130 - Road Machinery Maintenance
Date Submitted	Thursday, January 16, 2025
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Metro Ford Sales, Inc. 3601 State Street, Schenectady, NY 12304
Estimated Amount	\$60,000.00
Estimated Term	2/1/2025 to 2/1/2028
Scope of Services	Purchase of Dodge/Chrysler, Cevrolet and Ford Original Equipement Manufacturers (OEM) Parts from sole bidder, Metro Ford Sales, Inc. not to exceed \$20,000/year for a 3 year contract not to exceed \$60,000.
Budget Line Item	DM5130 - 44029 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

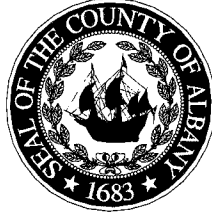
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: January 16, 2025

Re: Dodge/Chrysler, Chevrolet and Ford Truck Parts (OEM)
RFB #2024-145

The Public Works Department respectfully requests approval of an award to the sole bidder, Metro Ford Sales, Inc. for OEM Truck Parts (RFB #2024-145). The term of this award will be for the period of three (3) years with an amount not to exceed \$20,000 per year.

The OEM Truck Parts will be purchased using account DM5130.4029 (Automobile Parts).

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo
Commissioner

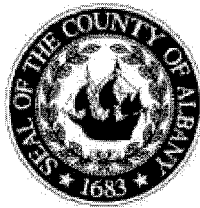
FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 8, 2025

RE: RFB 2024-145
OEM Car Parts

I am in receipt of your recommendation to award the aforementioned to Metro Ford Sales, Inc. in the amount not to exceed \$20,000.00 per year.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner *LR*

DATE: January 2, 2025

RE: RFB #2024-145
Dodge/Chrysler, Chevrolet and Ford Parts (OEM)

After review of the bid results for the above referenced bid, I would like to recommend the only responsive bidder, Metro Ford Sales, Inc., for the award of this bid. The term of the bid is for a period of three years with an amount not to exceed \$20,000.00 per year.

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

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES
PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo
Commissioner

FROM: Tina King
Purchasing

DATE: January 2, 2025

RE: Request for Bids # 2024-145
OEM Car Parts

Enclosed please find the tabulation of bids received for your RFB #2024-145, OEM Car Parts. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

RFB-2024-145 Tabulation

Dodge/Chrysler, Chevrolet and Ford OEM Parts

DISCOUNT FROM MANUFACTURERS LIST PRICE

Bidder	Metro Ford		
Dodge/Chrysler Discount	25%		
Chevrolet Discount	30%		
Ford Discount	30%		

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Dodge/Chrysler, Chevrolet and Ford Original Equipment Manufacturers Parts (OEM)
Bid Number: 2024-145

THIS BID IS SUBMITTED TO:

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

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

Date

Number

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

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

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:
William Thorpe
METRO Ford Sales Inc.
3601 STATE STREET, SCHENECTADY N.Y. 12304
Phone: 518-470-0042 Fax: 518-382-7624
E-mail: BillT@METROFORDNY.COM
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Dodge/Chrysler, Chevrolet and Ford Original Equipment Manufacturers Parts (OEM)
Bid Number: 2024-145

Dodge/Chrysler: Discount from manufacturer's list price 25 %

Chevrolet: Discount from manufacturer's list price 30 %

Ford: Discount from manufacturer's list price 30 %

COMPANY: METRO FORD Sales Inc.

ADDRESS: 3601 STATE STREET

CITY, STATE, ZIP: Schenectady N.Y. 12304

TEL. NO.: 518-382-1015

FAX NO.: 518-382-7624

FEDERAL TAX ID NO.: 14 161 9871

REPRESENTATIVE: William Thorpe

E-MAIL: B:11T @ METRO FORD NY.COM

SIGNATURE AND TITLE William J Thorpe General Manager

DATE 12/27/2024

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

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

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

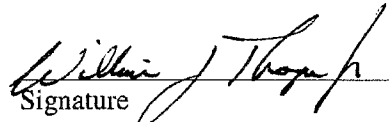
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

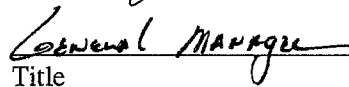
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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


 Signature


 Title

12/27/2024
 Date

METRO FORO Sales Inc
 Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 27 day of December, 2024, before me personally appeared William Thorpe to me known, who, being by me sworn, did say that he resides at (give address) 3601 State St Schenectady NY 12304; that he is the (give title) General Manager of the (name of corporation) Metro Ford Sales 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.

KIM MARIE LEONARD
Notary Public, State of New York
No. 01LE49620205
Qualified in Schenectady County
Commission Expires Dec. 18, 2025

Kim Marie Leonard
Notary Public, State of New York
Qualified in Schenectady
Commission Expires Dec 18, 2025

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: <u>Metro Ford Sales Inc.</u> ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <u>Metro Ford Sales Inc</u>		3. IDENTIFICATION NUMBERS a) FEIN # <u>14-1619871</u> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <u>metrofordny.com</u>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <u>3601 State St Schenectady, NY 12304</u>		7. TELEPHONE NUMBER <u>518-382-1010</u>	8. FAX NUMBER <u>518-372-3394</u>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <u>William Thorpe</u> Title <u>General Manager</u> Telephone Number <u>518-470-0042</u> Fax Number <u>518-382-7624</u> e-mail <u>BillT@metrofordny.com</u>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <u>Leonard Dariano</u>	TITLE <u>Chairman</u>	b) NAME <u>David Dariano</u>	TITLE <u>President</u>
c) NAME <u>James DeNooper</u>	TITLE <u>Chairman</u>	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates. ☐ Yes ☒ No			

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

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

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

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

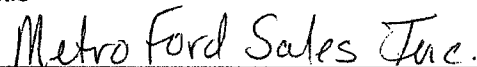
- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



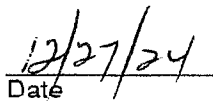
Signature



Title



Company Name


Date

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 14-1619871

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

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 and 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 Metro Ford Sales Inc Signature of Owner David Dariano
 Address 3601 State St Printed Name of Signatory David Dariano
 City, State, Zip Schenectady NY 12304 Title President

Sworn before me this 27 day of December, 2024
Kim Marie Leonard
 Notary Public

KIM MARIE LEONARD
 Notary Public, State of New York
 No. 01LE49620205
 Qualified in Schenectady County
 Commission Expires Dec. 18, 2025

Kim Leonard
 Printed Name
Kim Marie Leonard
 Signature
December 27, 2024
 Date

COUNTY OF ALBANY

REQUEST FOR BIDS PUBLIC WORKS



RFB #2024-145

**DODGE/CHRYSLER, CHEVROLET AND FORD ORIGINAL
EQUIPMENT MANUFACTURER'S PARTS (OEM)**

**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

NON-BIDDER RESPONSE

RFB #2024-145

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 #2024-145**

Sealed Bids for Dodge/Chrysler, Chevrolet and Ford Original Equipment Manufacturer's Parts (OEM) as requested by Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, January 2, 2025.

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 **Thursday, December 12, 2024.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
December 5, 2024

PUBLISH ONE DAY – December 12, 2024. -- THE EVANGELIST
PUBLISH ONE DAY – December 12, 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: **Dodge/Chrysler, Chevrolet and Ford Original Equipment Manufacturer's Parts**
- 1.2 Requesting Department: **Public Works**
- 1.3 Bid Number: **2024-145**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Dodge/Chrysler, Chevrolet and Ford Original Equipment Manufacturer's Parts (OEM)** as requested by the **Albany County Department of Public Works**
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

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
Pamela.oneill@albanycountyny.gov

TITLE: Dodge/Chrysler, Chevrolet and Ford Original Equipment Manufacturer's Parts (OEM)
RFB NUMBER: 2024-145

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: METRO Ford Sales Inc.
Address: 3601 STATE STREET
City: Schenectady State: N.Y. Zip Code: 12304
Contact Person: Bill Thorpe
Title: General Manager
Phone Number: 518-470-0042 Fax Number: 518-382-7624 E-Mail: BILLT@METROFordNY.com

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail: X

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 **11:00 A.M. ON THURSDAY, JANUARY 2, 2025**, 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 **Three Years** 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: NOT USED

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: NOT USED

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

19.1 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:

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 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.8 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.

MAY BE REQUIRED ON SOME BIDS

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by

a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase of bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT USED

SECTION 27: NOT USED

SECTION 28: NOT USED

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

SECTION 30: NOT USED

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: NOT USED

SECTION 35: NOT USED

**Dodge/Chrysler, Chevrolet and Ford
Original Equipment (OEM) Manufacturer's Parts
RFB-2024-145**

SPECIFICATIONS

1. During the bid period, Albany County will purchase, at its sole discretion, Original Equipment Manufacturer's replacement parts in unknown quantities, using the Manufacturer's price list, list price sheets, or equivalent.
2. The bid submitted shall be a percentage discount based on the Manufacturer's official published list price. The Bidder shall quote a discount from the Manufacturer's list price. This price list shall be the current price list at the time of bidding. Bidder must submit number and date of catalog used.
3. The discount quoted shall remain firm for the term of the bid.
4. Upon request, the Bidder shall provide a current Manufacturer's price list to the Albany County Department of Public Works, the Albany County Purchasing Division, and to any other County department.
5. Bidder shall furnish any changes in and updates to the Manufacturer's price list to all County ordering facilities during the term of the agreement.
6. **Bidder shall deliver 98% of ordered parts within three (3) business days after receipt of purchase order (ARO).**
7. If, in the opinion of the Purchasing Agent, the bidder fails to render prompt delivery or to furnish material of inferior quality, the County reserves the right to terminate this agreement by a thirty (30) day written notice.
8. All invoices shall reflect both the manufacturer's list price and the discounted price.
9. Staff And Telephoning: The vendor/contractor will have a staff on duty between the hours of 8:30 AM and 4:30 PM, Monday through Friday (except Holidays), to provide Albany County Buyers and others, the "Invoice Price to Albany County", using the formula of discount from the "Manufacturer's Price List": Local telephone calls to the vendor will be at Albany County's cost and expense. Albany County will not pay telephone toll call expenses. The vendor must have an 800-telephone number or will accept all collect calls at the vendor/contractor's expense. Failure to have sufficient staff and telephone lines to receive and return phone calls within two (2) hours will be considered failure to comply with this performance requirement.

10. Invoicing: The vendor will furnish invoices to the "Deliver and Bill To" Department.

- A. With the delivery (or final delivery, if more than one) or
- B. By mail, immediately after delivery.
- C. By email

Invoicing will contain:

- 1. Reference to "Delivery Toll and Bill Toll" Departments.
- 2. Detailed catalog number, manufacturer, description, unit price, price Extensions, total, etc.

Do not delay your payment. Follow invoice and delivery instructions on the Purchase Order. USE A SEPARATE ACCOUNT NUMBER FOR EACH "BILL TO" DEPARTMENT. The "Bill to" Department will process your payment.

Payment will be made in accordance with the Terms of the Purchase Order, or the seller's invoice, whichever are more favorable to Albany County. For purpose of any applicable cash discount payment date, therefore, shall be calculated from the receipt of invoice or final acceptance of the goods, whichever later. No partial payments will be made by Albany County. The AUTOMOTIVE REPLACEMENT PARTS order must be complete. All parts must be delivered as specified, accepted and invoice received before payment processing will commence. Albany County cannot prepay for any product.

11. Regulatory Compliance - Seller represents that the goods or services furnished (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations, in effect, under the requirements for all Federal, State and Local Laws, rules and regulations, including the Consumer Product Safety Act, and Occupational and Health Act as amended. Seller shall furnish "Material Safety Data Sheets" as required.

12. Other Returns - Automotive Parts incorrectly ordered by the Albany County, having a value of \$10.00 or more, may be returned within fourteen (14) days after delivery, at a re-stocking charge, not to exceed 15% of the invoice price to Albany County, if in resolute condition, in the original manufacturer's package, box or carton. If an Automotive Part was ordered incorrectly by the vendor/contractor, it will be returned by Albany County for full credit within thirty (30) days of receipt of product.

Albany County Departments will contact the vendor/contractor's Order Service Department within fourteen (14) days from delivery for an Automotive Part Return and credit request. Albany County Departments will provide the invoice number, date received, Purchase Order number, and a list of Automotive Parts' returned, including the catalog number from the invoice or packing slip, and the reason for the return.

Automotive Parts, which are delivered non-conforming, defective, or inferior in material, design, construction, workmanship, etc., or are "old stock" with a limited shelf life, or will not work for the use intended, will be presented for either a replacement of a full credit issued on the invoice price by the vendor/contractor to Albany County at Albany County's sole discretion. Rejected Automotive Parts will be promptly removed by or at the expense of the vendor/contractor.

13. Invoice Pricing - Invoicing for Automotive Parts to Albany County will be: The price of any product in the (Example: Price List) "Manufacturer List Price Book" (and future quarterly updates) less (xx.xx%) discount, which will result in a discounted net invoice price.

Furnish a current Automotive Replacement Parts Catalog of the company you are bidding. Furnish the current matching "Manufacturer's List Price Book".

A. Monthly Department and Department Division Actual Purchase Report.

1. Buy like products group using Manufacturer's Catalog number, description, etc. for each item delivered.
2. List the discounted net price charges to Albany County for each item.
3. List the Unit of Measure (U/M) for each item.
4. Year to date (YTD) dollar amount for each item.
5. Total dollar amount for all items delivered in the report month.
6. Year to date (YTD) total dollar amount for all items delivered.

Albany County Request for Contract Approval

Contract #	2025-2741
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	NH6020 - Residential Health Care Facility
Date Submitted	Thursday, January 30, 2025
Contact Person	Lucarelli, Andy
Contact Phone	+1 5182138938
Vendor Info	KONE Inc. 25 Post Road, Albany, NY 12205
Estimated Amount	\$30,560.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	Provide preventative maintenance services for three elevators at Shaker Place Rehabilitation and Nursing Center.
Budget Line Item	NH6020 - 44069 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

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

DATE: 1/30/2025

SUBJECT: Kone Inc.

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with Kone Inc. for preventative maintenance services needed for three (3) elevators at the facility.

The facility contains two (2) passenger elevators and one (1) freight elevator. The cost is \$230.00 per month per passenger elevator and \$250.00 per month for the freight which is combined \$710.00 per month for the preventative maintenance for all 3 elevators.

Kone Inc. is an OMNIA/U.S. Communities vendor which is a group purchasing organization (GPO) SPRNC has access to use. This contract request is for a thirty-six (36) month period commencing on January 1st, 2025 and conclude on December 31st, 2027. The total cost for the three (3) year period will be a not to exceed amount of \$30,560.00, \$25,560 in month service charges and \$5,000.00 in contingency.

We respectfully request approval of this contract.



Maintenance Contract Rider



Elevators Escalators

January 7, 2025

Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, New York 12211

ATTN: Andy Lucarelli

KONE Inc.
25 Post Road
Albany, NY 12205
Tel 518.464.0002
Fax 518.464.0014
www.kone.com
andrew.dinovo@kone.com

RE: KONE Contract #42086858 Contract Rider and Extension

Sold To/Owner:

Shaker Place Rehabilitation and Nursing Center
Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane 100 Heritage Lane

Equipment Location:

Shaker Place Rehabilitation and Nursing Center
Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane 100 Heritage Lane

KONE is proposing to provide elevator preventative maintenance services under the existing agreement between KONE, Inc., Albany County, and our OMNIA Partnership at monthly pricing for the below equipment:

Equipment #: 20354716 – Pass #1; \$230.00 per month.

Equipment #: 20354717 – Pass #2; \$230.00 per month.

Equipment #: 42649693 – Freight; \$250.00 per month.

Please note that the price for all units per month will be \$710.00.

All other terms and conditions of the maintenance contract between KONE Inc. and the County of Albany as to our agreement with the Omnia Partners contract are to remain unchanged. This term will be effective (to be determined) or will be extended by either party.

Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

Maintenance Contract Rider



Elevators Escalators

To approve, please sign and fax to 518-464-0014. Please contact me at 518-464-0002 with your questions.

ACCEPTED BY:

KONE Inc.

Mike Lee
Branch Manager

Date: January 7, 2025

ACCEPTED BY:

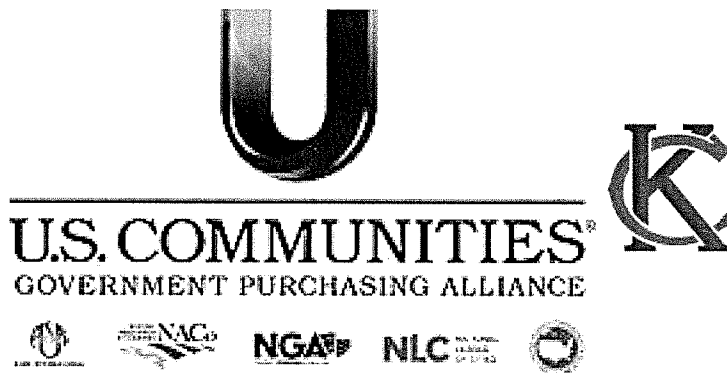
County of Albany

Date: _____

EV2516 - Elevator and Escalator Maintenance and Services

1 Introduction and Overview

Point Value: 0



1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions (herein "Products and Services").

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The City of Kansas City, MO is acting as "Lead Public Agency" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 11.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Click to write the question

Priority: 0. Response Type: Text.

2 Instructions and Conditions

Point Value: 0

1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions as listed in Section 3 of this Request for Proposal.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Persons** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th.

3. CITY CONTACT PERSONS

General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact persons:

Cedric Rowan, Manager of Procurement Services
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0814 (Phone) Cedric.Rowan@kcmo.org (Email)

Delois Moore, Senior Procurement Officer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0807 (Phone) Delois.Moore@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool and addressed to both Cedric Rowan and Delois Moore. The deadline for questions is Friday, May 18th at 12:00p.m (CST).

4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer.
 - "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
 - By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.
-

5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

RFP issued

Tuesday, May 1st,
2018

Non-Mandatory* Pre-Proposal Conference
City of Kansas City, Missouri City Hall
414 East 12th Street
1st Floor Conference Room
General Services Department
Kansas City, MO 64106

Wednesday, May
16th, 2018

*Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.

Deadline for questions to be submitted	Friday, May 18th, 2018, 12pm CST
Deadline for Proposals to be submitted	Friday, June 8th, 2018, 11pm CST
Presentations (via phone conference), if necessary	Wednesday, June 20th, 2018
Selection/Negotiations	June/July, 2018
City Council Approval	July, 2018
Contract Start Date	October 1st, 2018

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract
- HRD Documents
- National Requirements

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline

- Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
 - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>
 - Questions - Post Deadline
 - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
-

9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:
 - Formatted text, using the formatting options in the text editor
 - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
 - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
 - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can use browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.

- Submission after the due date at 11:00 p.m. (Central time) is not allowed.
 - Technical support for this application is available at support@rfp365.com.
-

10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
 - Experience
 - Pricing/Cost Proposal
 - Technical and Functional Requirements
 - U.S. Communities Administration Agreement (signed, unaltered)
 - U.S. Communities Supplier Worksheet for National Program Consideration
 - U.S. Communities Supplier Information
 - References
 - Sustainability
 - Other Required Documents
-

11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
 - The City may change criteria and criteria weights at any time including after the due date for proposals.
-

12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;

- request one or more best and final offers from any or all Proposers;
 - accept any Proposal in whole or in part;
 - require a Proposer to make modifications to their initial Proposals;
 - make a partial award to any or all Proposers;
 - make a multiple award to any or all of Proposers;
 - terminate this RFP, and reissue an amended RFP.
-

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
 - After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.
-

15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
 - The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.
-

18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
 - If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.
-

20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
 - The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
 - The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.
-

21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to

win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
 - After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
 - If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
 - Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.
-

24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and

the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

<http://www.kcmo.gov>

27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
 - Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.
-

29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

<http://www.sos.mo.gov>

30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at

(816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 24 - Employee Eligibility Verification Affidavit.

33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under Section 22 - Cooperative Procurement with Other Jurisdictions Form.

34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS

The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10% **MBE** participation and 0% **WBE** participation.

The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents. **The forms can be found in Section 21.**

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at <http://kcmo.org/CKCMO/Depts/Ci...> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

36. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3 Scope of Work

Point Value: 20

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES, INSPECTION SERVICES, AND RELATED SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request for Proposal, including but not limited to:

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift, and Dumbwaiter Maintenance:** This includes the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of

parts as herein specified for all equipment covered under this Request for Proposal. Include the complete range of maintenance services and solutions offered by Supplier for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment should be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier is to have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier is to have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, with the ability to provide periodic written condition report covering each piece of equipment.

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Modernization:** This includes the furnishing of all material, labor, supervision, tools, supplies and other expenses necessary to provide repairs, upgrades and modernization of every description for all equipment covered under this Request for Proposal. Supplier is to offer the complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, and walkway equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or update controllers for all types of equipment, new or update signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.
- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Inspections:** This includes routine inspections, periodic inspections/test witnessing, final acceptance test witnessing, plan reviews, accident investigations, maintenance audits/surveys, fire service/emergency power test witnessing, insurance carrier inspection and other related services.
- **Related Products, Services and Solutions:** Additional related products, services or solutions offered by Supplier.

Additional details about service levels and requirements are provided in Section 6.

1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.

Priority: 5. Response Type: Text.

4 Authorized Representative Form

Point Value: 0

By submission of the RFP response, the Proposer certifies that:

- 1 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- 2 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3 The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- 4 It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- 5 Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Authorized Representative name and title

Priority: 5. Response Type: Text.

3. Authorized Representative phone number and email address

Priority: 5. Response Type: Text.

4. Firm's name and physical address

Priority: 5. Response Type: Text.

5. Email address for Purchase Order

Priority: 5. Response Type: Text.

5 Standard City Contract

Point Value: 0

Please review the attached files for the City's Standard Contracts for Facility Repair and Maintenance.

Facility Repair Maintenance Contract Part I and Facility Repair and Maintenance Contract Part II.

1. Will you be able to comply with the Standard City Contracts?

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Please state any questions or concerns you have regarding the Standard City Contracts.

Priority: 5. Response Type: Text.

6 Service Level Requirements and Scope Details

Point Value: 15

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, and will provide an annual written condition report covering each piece of equipment.

- 1 Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
- 2 In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
- 3 All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
 - Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
 - Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
 - Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
 - Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.

- City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
 - Contractor shall perform any and all work requested by City.
 - Conferences will be held at the request of City or Contractor.
 - The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.
- 4 OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
 - 5 For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
 - 6 Warranty Guarantee: The Supplier warrants and guarantees that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Supplier further warrants, guarantees and agrees to remedy all such defects and to replace at Supplier's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City within ten (10) business days after receipt of notification of such defect(s).
 - 7 Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
 - 8 Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

- 1 The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
- 2 Services shall include, but are not limited to:

- Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
 - Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on as-needed basis.
 - Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
 - Provide all necessary equipment and supplies.
- i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for *immediate delivery and installation*, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.
 - ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.
 - iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
 - iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
3. Contractor shall provide a schedule of planned PM service calls. This schedule shall be prepared and shared with the designated representative for each Department no less than 1 month in advance of the scheduled PM service call. The schedule shall include a date with a 4 hour block of time when the Contractor will be on site for the monthly or quarterly PM service call.
 4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.
 5. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.

Class "A" Complete Preventative Maintenance

- 1 Contractor will provide complete maintenance on the following equipment as described herein.
Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1 HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid state devices, and contactors.

Class "B" Examination, Oil and Grease Service

- 1 Refer to previous applicable descriptions of work and materials required.
- 2 Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
- 3 Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
- 4 All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

- 1 Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

- 2 Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
- 3 Any retained components are to be examined, cleaned, and adjusted as necessary.
- 4 Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
- 5 City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
- 6 Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

- 1 Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Communication and Response

- 1 The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
 - Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
 - Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

Emergency Call Back Services

- 1 "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention, immediately or before the contractor's next scheduled preventative maintenance visit.
- 2 Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
- 3 Contractor will, at no charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance. If emergency callback service is required on equipment covered by Class "A" Complete Maintenance outside of normal working hours, the City will pay only the difference between the regular hourly billing rate and the regular overtime billing rate applicable for each

overtime hour worked according to the hourly rates specified on the "Emergency On Call Rate Schedule."

- 4 City will pay the Contractor the full applicable hourly rate for emergency callback service on all equipment not covered by Class "A" Complete Maintenance according to the hourly rates specified on the "Emergency On Call Rate Schedule."

Records

- 1 The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
- 2 Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
- 3 Supplier shall provide copies of all service tickets, initialed and checked Maintenance Report form to City and any Participating Public Agency with invoice.
- 4 Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
- 5 At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
- 6 Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
 - The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
 - Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
- 7 In addition to phone service requests, Supplier shall provide an online service to allow City direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service of the service call directly from the personal computer. The City shall further be able to access repair and service call history for any units on Contract. The Supplier shall provide instructions and training on how to use the system.
- 8 At a minimum, the Supplier's online system will be able to provide the following:
 - 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
 - Mean Time Between Callback data on a per property and per unit basis
 - 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
 - Proposal history to view any open proposals and service recommendations.
 - Local sales representative and superintendent contact information.

- Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
- Indicate if equipment has remote monitoring.
- Data shall be able to be downloaded in to excel or pdf format,

Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

- 1 Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
- 2 Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
- 3 Supply all personnel, equipment, supplies, and services to complete the requested project.
- 4 Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
- 5 Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
- 6 Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
 - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
 - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
 - At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
 - The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
 - All communications given to or received from the superintendent shall be binding on Contractor.
 - If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- 7 All materials shall be of good quality as provided in the Contract documents.
 - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
 - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
 - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

- 1 The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
- 2 The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1 Work Orders

- 1 Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
- 2 If Contractor determines the maintenance work order will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
 - 1 Include this Contract Number.
 - 2 Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
 - 3 Include proposed number of Calendar Days required to complete the ordered work.
- 2 Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
- 3 Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

4 Emergency Work

- 1 Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- 2 If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
- 3 Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

5 Not-To-Exceed Proposals

- 1 Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

6 Stop Work Orders

- 1 The City reserves the right to verbally order that all work cease on a project at any time.
- 2 The individuals authorized to issue verbal work stop orders are:

7

- 1 City's representative
- 2 City Risk Manager

- 3 The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

- 1 General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
- 2 The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.
- 3 Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

- 1 Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
- 2 Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

- 1 During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
- 2 Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
- 3 Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
- 4 Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
- 5 The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
- 6 Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
- 7 During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.

- 8 At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
- 9 Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
- 10 Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

- 1 Hourly rate will be paid to the Contractor for each workman while on the job site only.
- 2 For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
- 3 The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
 - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
 - Service trucks and all related expenses.
 - Normal expendables
 - General Conditions including Insurance and Bonds
 - Office expenses
 - Profit and other overhead

Invoices

- 1 Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
- 2 Invoices must include but not be limited to the following information:
 - Work/Task Order Number if applicable.
 - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
 - Total hours worked by each trade and applicable hourly wage rate bid.
 - Itemized costs of all materials and other allowable expenses showing cost to contractor and cost with mark-up applied, as applicable.
 - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
 - Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
 - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

- 1 Contractor shall comply with all airport security requirements at those locations.
- 2 Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a \$35.00 fee for each employee for fingerprinting and background processing and a \$100.00

security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.

- 3 Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), *TSA Security Guidelines for General Aviation Airports*, and *Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

- 1 Contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of routine and periodic inspections and witnessing of periodic tests of all equipment in the Scope of Work as required by the City.
- 2 Contractor shall be an experienced and competent service provider who has satisfactorily inspected and witnessed the testing of equipment of this type to the degree included in these specifications. Inspectors and Inspection Supervisors shall be qualified in accordance with ASME QEI-1 2013. Inspectors shall also be certified to perform elevator inspections by the International Code Council (ICC) and by an agency accredited by the ASME to certify elevator inspectors and inspection supervisors.
- 3 The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.

- 4 Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
- 5 Testing of all safety devices and governors, as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
- 6 The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing and inspections should be performed during normal business hours.
- 7 The contractor shall submit a written inspection report within ten (10) business days to the City. The report should include the existence of the development of and defects in, or repairs required to, the equipment and shall also furnish a written, detailed estimate of the cost to make the necessary repairs.
- 8 After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.
- 9 Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.
- 10 Periodically inspection services may be required other than those specified here (ex. acceptance inspections for major alterations or other inspections at a greater frequency than that specified herein). All extra inspection services shall be performed according to the applicable version of ASME A17.1 and A17.2 and local codes and ordinances, and shall be performed on an hourly labor rate basis according to the labor rates provided in Appendix A-3.

7 Business/Firm Profile and Legal Structure

Point Value: 0

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

Priority: 3. Response Type: Text.

2. Brief history of business/firm including date the business/firm was established under the current name.

Priority: 3. Response Type: Text.

3. List all services provided by the business/firm.

Priority: 3. Response Type: Text.

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.

Priority: 3. Response Type: Text.

5. Type of ownership, or legal structure of business/firm.

Priority: 3. Response Type: Text.

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

Priority: 3. Response Type: Text.

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8 Experience

Point Value: 10

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

For each listed contract, provide a narrative that includes:

- 1 the assigned project personnel
- 2 scope of services provided
- 3 dollar amount of the contract
- 4 contractual performance standards versus your actual performance
- 5 the contracting entity's contact person, e-mail address, cell phone number, and telephone number
- 6 summary of how your business/firm delivered services
- 7 pricing and contractual compensation terms

1. Relevant contract description #1

Priority: 3. Response Type: Text.

2. Relevant contract description #2

Priority: 3. Response Type: Text.

3. Relevant contract description #3

Priority: 3. Response Type: Text.

4. Relevant contract description #4

Priority: 3. Response Type: Text.

5. Relevant contract description #5

Priority: 3. Response Type: Text.

9 Pricing/Cost Proposal

Point Value: 25

PRICING INFORMATION

The Proposer must submit the Cost Proposal in the following format:

- 1 Attachment 1 - City of Kansas City Maintenance/Modernization Pricing ([ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx](#))
- 2 Attachment 2 - National Maintenance/Modernization Pricing ([ATTACHMENT 2 National Pricing.xlsx](#))
- 3 Attachment 3- National Inspection Pricing ([ATTACHMENT 3 National Inspection Pricing.xlsx](#))

1. Attach Attachment 1-3 as indicated above.

Priority: 5. Response Type: File Attachment. Comment? yes

2. Please detail any additional pricing incentives ortha rebates that may be available, such as for large volume purchases by Participating Public Agencies.

Priority: 5. Response Type: File Attachment. Comment? yes

3. Proposer may proposed fixed prices for the first three years of the contract for evaluation. Note about Renewal Pricing: The City realizes that price changes may occur over the term of the contract. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing price changes subsequent to the first three years, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

Priority: 5. Response Type: File Attachment. Comment? yes

4. Include any additional information here related to pricing, rebates or discounts. This could include additional discounts, catalogs, or any other criteria relevant to the pricing proposal.

Priority: 5. Response Type: File Attachment. Comment? yes

10 U.S. Communities Supplier Qualifications

Point Value: 0

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public

Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;

- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

11 U.S. Communities Administration Agreement & MICPA Information

Point Value: 0

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. **The Supplier is required to execute the U.S. Communities**

Administration Agreement unaltered (attached here) and submit without exception or alteration.

Failure to do so may result in disqualification.

Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) (attached here) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.
Priority: 5. Response Type: File Attachment. Comment? yes

3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

12 U.S. Communities Supplier Worksheet for National Program Consideration

Point Value: 15

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The [Supplier Worksheet for National Program Consideration.docx](#) is also attached for your reference.

1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Does your company have the ability to provide products and services to any Participating Public agency in all 50 states? (If no, identify the states where you do not have the ability to provide products and services in the Comments section provided.)

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

4. Check which applies for your company sales last year in the United States:

Priority: 0. Response Type: Choose from a List. Sales ranges. Comment? yes

5. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

6. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Will your company commit to following the implementation schedule provided in Section 12: New Supplier Implementation Checklist?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

9. Submitted by (Name)

Priority: 3. Response Type: Text.

10. Submitted by (Title)

Priority: 3. Response Type: Text.

11. Please provide any narrative in the Comments section provided below, if necessary.

Priority: 3. Response Type: Text.

13 U.S. Communities New Supplier Implementation Checklist

Point Value: 0

	New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks

1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

14 U.S. Communities Supplier Information

Point Value: 20

Please respond to the following requests for information about your company. Click [here](#) to see an example for Question #2

1. National Commitments - Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy, and Sales) in Section 9.

Priority: 3. Response Type: Text.

2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Priority: 0. Response Type: Text.

4. Company- Explain how your company will educate its sales force about the Master Agreement.

Priority: 0. Response Type: Text.

5. Company - Provide the company annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			

Private Sector

Total Supplier Sales

6. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
----------------	-------------------	-------------------	-------------------

Cities

Counties

K-12 (Public / Private)

Higher Education (Public / Private)

States

Other Public Sector and Non-profits

Federal

Private Sector

Total Supplier Sales

7. Company - Provide a list of your company's ten largest public agency customers, including contact information.

Priority: 0. Response Type: Text.

8. Company - Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Priority: 0. Response Type: Text.

9. Distribution - Describe you company's normal order processing procedure from point of customer contact through delivery and billing.

Priority: 0. Response Type: Text.

10. Distribution - In what formats do you accept orders (telephone, e-commerce, etc.)?

Priority: 0. Response Type: Text.

11. Distribution - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Priority: 0. Response Type: Text.

12. Distribution- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Priority: 0. Response Type: Text.

13. Distribution - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Priority: 0. Response Type: Text.

14. Distribution - Describe how your company proposes to distribute the products and services nationwide.

Priority: 0. Response Type: Text.

15. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

Priority: 0. Response Type: Text.

16. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network (if applicable).

Priority: 0. Response Type: Text.

17. Distribution - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Priority: 0. Response Type: Text.

18. Distribution - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Priority: 0. Response Type: Text.

19. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.

Priority: 0. Response Type: Text.

20. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

Priority: 0. Response Type: Text.

21. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.

Priority: 0. Response Type: Text.

22. Marketing - Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

Priority: 0. Response Type: Text.

23. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

Priority: 0. Response Type: Text.

24. Marketing- Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year: \$_____.00 in year one \$_____.00 in year two \$_____.00 in year three

Priority: 0. Response Type: Text.

25. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

Priority: 0. Response Type: Text.

26. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

27. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.

Priority: 0. Response Type: File Attachment. Comment? yes

28. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.

Priority: 0. Response Type: File Attachment. Comment? yes

29. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.

Priority: 0. Response Type: File Attachment. Comment? yes

30. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.

Priority: 0. Response Type: File Attachment. Comment? yes

31. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

Priority: 0. Response Type: Text.

32. Products, Services and Solutions - Please describe any training and/or educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

Priority: 0. Response Type: Text.

33. Construction and Project Management- List the state construction licenses held, either directly by the bidder or by a qualified distributor that has been continuously involved with the manufacturer.

Priority: 0. Response Type: Text.

34. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

Priority: 0. Response Type: Text.

35. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

Priority: 0. Response Type: Text.

36. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.

Priority: 0. Response Type: File Attachment. Comment? yes

37. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.

Priority: 0. Response Type: File Attachment. Comment? yes

38. Maintenance/Modernization Only -Describe your experience with and capability to maintain/repair equipment manufacturer by other companies, including (but not limited to): a) Kone b) Dover c) ThyssenKrupp d) Otis e) Schindler

Priority: 0. Response Type: Text.

39. Maintenance/Modernization Only -Describe how your company will provide parts and service for equipment not manufactured by your company. Include a listing of all brands you are authorized to service nationally and describe any limitations you may have in servicing these brands.

Priority: 0. Response Type: Text.

40. Maintenance/Modernization Only- Describe your company's capability to modernize and upgrade equipment not manufactured by your company.

Priority: 0. Response Type: Text.

41. Maintenance/Modernization Only- Describe your methodologies for assisting Participating Public Agencies with scope of projects. Please explain your process from defining the required repair or modernization through the completion of that work.

Priority: 0. Response Type: Text.

42. Maintenance/Modernization Only- Will you work with Public Agencies to assess equipment and prepare an "Asset Management Plan" for a five year time frame for all their equipment? The AMP should include, at least, annual maintenance tasks, scheduled maintenance/upgrades for items not covered under the basic scope, and a cost estimate for all work to help the Public Agency with budgeting.

Priority: 0. Response Type: Text.

43. Maintenance/Modernization Only- Describe your methodology for defining maintenance procedures for each piece of equipment in a facility. Please provide an example of the written procedures provided to your service personnel to perform maintenance work.

Priority: 0. Response Type: Text.

44. Maintenance/Modernization Only- Describe your procedures for managing the required scheduled maintenance for each piece of equipment. How can a Participating Public Agency track that the work has been completed on schedule?

Priority: 0. Response Type: Text.

45. Maintenance/Modernization Only- How do you notify a Participating Public Agency about when personnel are going to be in a facility, your arrival and departure time and the work performed? Does a participating public agency sign off that the work has been performed before the worker leaves the facility?

Priority: 0. Response Type: Text.

46. Maintenance/Modernization Only- Describe your ability to provide remote monitoring of equipment (on equipment made by all manufacturers).

Priority: 0. Response Type: Text.

47. Maintenance/Modernization Only- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance. For the purposes of this proposal, how do you define an emergency? Please include response time, rates, travel time, if applicable, and any other charges that would apply to an emergency situation. Additionally, how do you define non-emergency services? Please include response time, rates, travel time, if applicable, and any other charges that would apply to non-emergency services.

Priority: 0. Response Type: Text.

48. Maintenance/Modernization Only- State your company's average response time for entrapments during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Priority: 0. Response Type: Text.

49. Maintenance/Modernization Only- State your company's average response time for callout responses during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Priority: 0. Response Type: Text.

50. Maintenance/Modernization Only- Detail out the number of units each technician is assigned for scheduled preventative maintenance and how you determine the workload for each technician.

Priority: 0. Response Type: Text.

51. Maintenance/Modernization Only- Describe the circumstances in which more than one technician would be required for a repair and how you would communicate to the City when this requirement arises prior to approval of any work being performed.

Priority: 0. Response Type: Text.

52. Maintenance/Modernization Only- What is your company's average elevator uptime?

Priority: 0. Response Type: Text.

53. Maintenance/Modernization Only- What is your company's callback rate?

Priority: 0. Response Type: Text.

54. Maintenance/Modernization Only- Describe the records you make available to public agencies. Do you provide online access to these reports?

Priority: 0. Response Type: Text.

55. Describe your safety management program, including your company's history of safe work practices, regular safety education given to employees, and how you meet federal safety mandates. Include a listing of OSHA recordable incidents for the previous two years (2016 and 2017) and the steps your company has taken to eliminate these types of incidents.

Priority: 0. Response Type: Text.

56. To what extent would Participating Public Agencies pay for transportation costs? Do you charge for time on-site or time spent door-to-door?

Priority: 0. Response Type: Text.

57. Who is responsible for knowing different codes and regulations in different areas? How do you keep up to date on changing codes in the different municipalities in which you work?

Priority: 0. Response Type: Text.

58. Please provide a sample Service Agreement that you would ask a Participating Public Agency to execute before service begins. Any such Service Agreement will be based off the Terms and Conditions of the Master Agreement.

Priority: 0. Response Type: Text.

59. Inspections Only- How do you track inspections and help Public Agencies manage required inspections?

Priority: 0. Response Type: Text.

60. Inspections Only- How do you manage inspection reports?

Priority: 0. Response Type: Text.

61. Inspections Only- Please provide a sample inspection report showing the content a Public Agency could expect to receive.

Priority: 0. Response Type: Text.

62. Inspections Only- Please provide a listing of your State Licenses/Certifications.

Priority: 0. Response Type: Text.

63. Inspections Only- Please indicate if any sub-contractors are used to provide inspections.

Priority: 0. Response Type: Text.

64. Inspections Only- Please explain how you coordinate inspections with a Public Agency's maintenance provider.

Priority: 0. Response Type: Text.

65. Inspections Only- Describe your process for coordinating the annual QEI inspections for all equipment. Indicate who will be present for all QEIs.

Priority: 0. Response Type: Text.

66. Inspections Only- Describe your process for training your field inspectors.

Priority: 0. Response Type: Text.

67. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.

Priority: 0. Response Type: Text.

15 U.S. Communities State Notice Addendum

Point Value: 0

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

All States in the United States of America:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania

Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Click [here](#) for a list of all agencies and specific states included in the State Notice Addendum.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

16 U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants

Point Value: 0

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

17 U.S. Communities Community Development Block Grant Addendum

Point Value: 0

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

18 U.S. Communities Uniform Administrative Requirements

Point Value: 0

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

19 References

Point Value: 10

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client references be a government sector client.

Instructions:

- 1 Download the attached (Proposer References.docx) form
- 2 Distribute to designated references
- 3 Collect the responses
- 4 Attach the completed forms below

1. Attach the completed reference form here from Reference #1.

Priority: 3. Response Type: File Attachment. Comment? yes

2. Attach the completed reference form here from Reference #2.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Attach the completed reference form here from Reference #3.

Priority: 3. Response Type: File Attachment. Comment? yes

20 Sustainability

Point Value: 0

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements

when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.

Priority: 3. Response Type: Text.

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

Priority: 3. Response Type: Text.

21 City of Kansas City, MO HRD Forms and Instructions

Point Value: 0

Required forms are linked below. Click on the form name to download it.

Complete and upload each form in the appropriate question below.

00440: HRD Form 5 Construction Contract

HRD 08: Contractor Utilization Plan and Request for Waiver (00450)

HRD 10: Timetable for Utilization (00460 HRD 10)

HRD 11: Request for Modification or Substitution (00470)

HRD 13: Affidavit of Intended Utilization

004501.01: Letter of Intent to Subcontract

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

1. Please attach the completed form: HRD Form 05 - Instructions for Construction Bids

Priority: 3. Response Type: File Attachment. Comment? no

2. Please attach the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450)

Priority: 3. Response Type: File Attachment. Comment? no

3. Please attach the completed form: HRD Form 10 - Timetable for Utilization (00460 HRD 10)

Priority: 3. Response Type: File Attachment. Comment? no

4. Please attach the completed form: HRD Form 11 - Request for Modification or Substitution (00470)

Priority: 3. Response Type: File Attachment. Comment? no

5. Please attach the completed form: HRD Form 13 - Affidavit of Intended Utilization

Priority: 3. Response Type: File Attachment. Comment? no

6. Please attach the completed form: 004501.01- Letter of Intent to Subcontract

Priority: 3. Response Type: File Attachment. Comment? no

7. Please attach the completed form: 01290.14 - Contractor Affidavit for Final Payment

Priority: 3. Response Type: File Attachment. Comment? no

8. Please attach the completed form: 01290.15 - Subcontractor Affidavit for Final Payment

Priority: 3. Response Type: File Attachment. Comment? no

22 Cooperative Procurement with Other Jurisdictions Form

Point Value: 0

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

1. Do you agree to the statement above?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

23 Tax Clearance for City and Local Governments

Point Value: 0

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 ([website](#)) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

1. Do you acknowledge the requirement in this section?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

24 Employee Eligibility Verification Affidavit

Point Value: 0

Please download the attached [Employee Eligibility Verification Affidavit](#). Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.

Priority: 3. Response Type: File Attachment. Comment? yes

25 Performance and Maintenance Bond

Point Value: 50

A Performance and Maintenance bond in the amount of the contract is required on this RFP.

[00610 Perf. & Maintenance Bond 050113 \(3\).pdf](#)

1. Do you acknowledge this Performance and Maintenance Bond requirement?

Priority: 3. Response Type: Text.

26 Payment Bond

Point Value: 50

A Payment Bond is required on this RFP.

00615 Payment Bond 050113 (2).pdf

1. Do you acknowledge the payment bond requirement?

Priority: 3. Response Type: Text.

27 Prevailing Wages

Point Value: 50

Prevailing Wage is required on this RFP. All wage orders are being attached.

Incremental_Increase_Letter 6-7-2017.pdf

00830.02 CASS AWO 6-7-2017.pdf

00830.02 CLAY AWO 6-7-2017.pdf

00830.02 JACKSON AWO 6-7-2017.pdf

00830.02 PLATTE AWO 6-7-2017.pdf

00830.02 RAY AWO 6-7-2017.pdf

1. Do you acknowledge this Prevailing Wage section?

Priority: 3. Response Type: Text.

Albany County Request for Contract Approval

Contract #	2025-2746
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1450 - Board of Elections
Date Submitted	Friday, January 31, 2025
Contact Person	Bledi, Rachel
Contact Phone	+1 5184875070
Vendor Info	Printelect 3731 Trent Rd, New Bern, NC 28562
Estimated Amount	\$26,999.00
Estimated Term	2/10/2025 to 7/10/2025
Scope of Services	The Albany County Board of Elections is requesting approval for the purchase of 220 voting cart covers in the amount of \$26,998.40. The covers will provide proper protection for our newly acquired voting machines, a significant investment for our office. The old covers, which show signs of significant wear and tear, need replacement. The covers we seek to purchase are durable and water resistant.
Budget Line Item	AA1450 - 22900 -
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
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

TO: The Contract Administration Board:
Daniel P. McCoy, County Executive
Joanne Cunningham, Chairwoman of the Legislature
Bruce Hidley, County Clerk

FROM: Alison McLean Lane, Board of Elections Commissioner
Rachel Bledi, Board of Elections Commissioner

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

RE: Purchase of Voting Cart Covers – RFB #2024-114

DATE: 01/30/2025

The Albany County Board of Elections is requesting approval for the purchase of 220 voting cart covers in the amount of \$26,998.40. The covers will provide proper protection for our newly acquired voting machines, a significant investment for our office. The old covers, which show signs of significant wear and tear, need replacement. The covers we seek to purchase are durable and water resistant.

Printelect, located at 3731 Trent Rd., New Bern, NC, is the lowest and responsible bidder for RFB#2024-114.

COUNTY OF ALBANY

REQUEST FOR BIDS BOARD OF ELECTIONS



RFB #2024-114

VOTING CART COVERS

**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: Voting Cart Covers RFB NUMBER: 2024-114

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: Owen G. Dunn Company d/b/a Printelect
Address: 3731 Trent Road
City: New Bern State: NC Zip Code: 28562
Contact Person: Tyler Lincks
Title: Sales Account Manager
Phone Number: (252) 633-3197 Fax Number: (252) 637-9320 E-Mail: tylerlincks@printelect.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
☐ Yes / ☐ No

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

Fax Number: _____ E-Mail: tylerlincks@printelect.com ✓

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

NON-BIDDER RESPONSE

RFB# 2024-114

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 #2024-114**

Sealed Bids for Voting Cart Covers 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, September 19, 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 **Thursday, September 5, 2024**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
August 26, 2024

PUBLISH ONE DAY -- September 5, 2024 -- THE EVANGELIST
PUBLISH ONE DAY -- September 5, 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: **Voting Cart Covers**
- 1.2 Requesting Department: **Albany County Board Of Elections**
- 1.3 Bid Number: **2024-114**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Voting Cart Covers** 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 **11:00 A.M. ON Thursday, September 19, 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 **Six (6) months** from the date of award to date ending. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for an additional six (6) month period. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

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

Voting Cart Covers

RFB-2024-114

Minimum Bid Specifications

The name of any manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any Mfg. which meets or exceeds the quality of the specifications listed for any item.

Ready Vote Cart custom cover:

Quantity Requested: 220 Cart Covers

Additional Cart Covers may be purchased by the department during the duration of this bid.

Estimated quantities not to be considered minimum or maximum purchase.

Material- 600 Denier Polyester with Polyurethane Coating for moderate water resistance

Color- Blue

Dimensions- 58" L x 32" D x 44" H

12" zippered slot top/middle of 58" length side

Window ID Pockets- 2 total, 8.5" x 11" on the 32" width side

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Voting Cart Covers
Bid Number: RFB 2024-114

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
09/13/2024
09/16/2024

Number
Addendum 1
Addendum 2

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

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

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Tyler Lincks, Account Sales Manager
- Ben Hudson, Election Products Director
- Chris Andrews, Vice President of Sales
- Phone: (252) 633-3197 Fax: (252) 637-9320
- E-mail: tylerlincks@printelect.com; benhudson@printelect.com; chrisandrews@printelect.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Voting Cart Covers
Bid Number: RFB 2024-114

Price per each Cart Cover \$ 122.72

Total Bid Amount for 220 Cart Covers \$ 26,998.40

COMPANY: Owen G. Dunn Company d/b/a Printelect

ADDRESS: 3731 Trent Road

CITY, STATE, ZIP: New Bern, NC 28562

TEL. NO.: 252-633-3197

FAX NO.: (252) 637-9320

FEDERAL TAX ID NO.: 56-0207022

REPRESENTATIVE: Tyler Lincks

E-MAIL: tylerlincks@printelect.com

SIGNATURE AND TITLE: Tyler Lincks

New York Account Manager

DATE 9/17/2024



QUOTE FORM

DATE: July 24, 2024

QUOTE BY: Tyler Lincks

PO Box 13216 • New Bern, NC 28561
800.682.4500 (Toll Free) • 252.637.9320 (Fax)
www.printelect.com

CUSTOMER INFORMATION:

ELECTION AUTHORITY Albany County, NY Board of Elections
CONTACT Kathleen Donovan, Election Commissioner
SHIPPING ADDRESS 260 South Pearl Street
CITY Albany
STATE NY
ZIP 12202
EMAIL ADDRESS kathleen.donovan@albanycountny.gov
PHONE 518.487.5074

PRODUCT SPECIFICATIONS

Material – 600 Denier polyester with polyurethane coating for moderate water resistance
Color – Blue
Dimensions –
58" L x 32" D x 44" H
12" zippered slot top/middle of 58" length side
Window ID Pockets – 2 total, 8.5"x11" on the 32" width side

QUOTE NUMBER 240717-Alb

Qty	Item #	Name	Price	Total
220		custom cover for Ready Vote Cart with freight shipping	\$105.00	\$23,100.00
		production time: two weeks after receipt of deposit expected delivery: five weeks after receipt of deposit Product is made custom and may not be returned		
			Sub Total	\$23,100.00
			Air Shipping & Handling	\$3,900.00
			Taxes (%)	\$0.00
			TOTAL	\$27,000.00

Comments: See purchase order language on following page. Please sign and date ALL pages for order acceptance

Signature/Title/Date _____

Thank you for the opportunity to work with you!

Printelect Sales/Order Terms and Conditions:

"An Initial Deposit in the amount of fifty percent (50%) of this order's Total Purchase Price is due to Printelect at the time of Customer's execution of this purchase order. The Initial Deposit is refundable upon termination of this transaction in compliance with, and subject to, Printelect's product policies located at <https://printelect.com/printelect-product-policies/>. Please note that Printelect reserves the right to thoroughly investigate all transaction terminations prior to refunding Customer's Initial Deposit, as some items are made-to-order and as such are non-returnable. Printelect additionally reserves the right to deduct costs attributable to the transaction's termination prior to refunding Customer's Initial Deposit. These costs may include, but are not limited to: (i) incidental costs (shipping/freight charges both to and from the customer) incurred as a result of the transaction's termination, and, if approved by management, (b) a restocking fee not to exceed 30% of the Total Purchase Price. If a return of goods is approved, said items must arrive in like new, saleable condition. Returns must also be submitted within 30 days of original shipment date. Shipping rates can be volatile; considerably more so with freight shipments. As such, all shipping amounts are estimates only and subject to change to prevailing rates at the time of shipment. Printelect makes every effort to estimate accurate shipping, however we cannot guarantee said rate quotes beyond 15 calendar days from the date of quote.

By signing this Purchase Order, Customer hereby agrees to the above terms and conditions. Customer additionally acknowledges that they have fully read and comprehended the above statement and Printelect's Product Policies."

Name: _____

Signature: _____

Title: _____

Date: _____

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

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

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

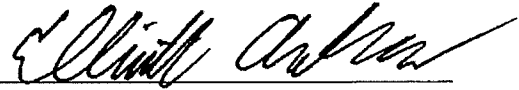
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

General Counsel

Title

Owen G. Dunn Company d/b/a Printelect

Company Name

09/17/2024

Date



NOTICE OF AGENCY AUTHORIZATION

To Whom It May Concern,

Please allow for this letter to serve as authorization of our General Counsel, Elliott P. Andrews, to serve as a corporate officer and agent of Owen G. Dunn Company d/b/a Printelect. I hereby grant Mr. Andrews the express authority to bind this organization via authorizations, signatures, communications, and/or any other required permissions that may be needed to complete this transaction or bid proposal.

Please do not hesitate to contact me at (252) 571-6114 if you have any questions or concerns.

Owen Dunn Andrews
CEO/President
Owen G. Dunn Company
d/b/a Printelect

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 _____

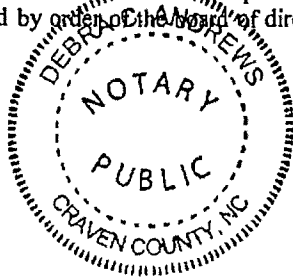
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF North Carolina)
COUNTY OF Craven) SS.:

On this 17th day of September, 2024, before me personally appeared Owen Andrews to me known, who, being by me sworn, did say that he resides at (give address) 103 Trent Shores Drive, New Bern, NC 28562; that he is the (give title) CEO/President of the (name of corporation) Owen G. Dunn Company d/b/a Printelect, 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.



Debra C. Andrews
Notary Public, State of North Carolina
Qualified in Craven County
Commission Expires 9/14/2027

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 Printelect			
2. VENDOR'S LEGAL BUSINESS NAME Owen G. Dunn Company		3. IDENTIFICATION NUMBERS 56-0207022; a) FEIN # 003190576 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Printelect		5. WEBSITE ADDRESS (if applicable) www.printelect.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3731 Trent Road, New Bern NC 28562		7. TELEPHONE NUMBER (252) 633-3197	8. FAX NUMBER (252) 637-9320
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 Owen Andrews Title CEO/President Telephone Number (252) 571-6114 Fax Number (252) 637-9320 e-mail owenandrews@printelect.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. Owen Andrews, CEO/President			
a) NAME Owen Andrews	TITLE CEO/President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 56-0207022

State of:)
North Carolina) ss:
County of:)
Craven

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 and 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.

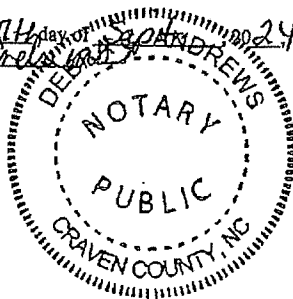
Name of Business
Owen G. Dunn Company d/b/a Printelect
Address
3731 Trent Road
City, State, Zip
New Bern, NC 28562

Signature of Owner

Printed Name of Signatory

Title CEO/President

Sworn before me this 17th day of September 2024
Debra C. Andrews
Notary Public



Printed Name

Signature

Date

Debra C. Andrews

Debra C. Andrews

9/17/2024

Comm Expires
9/14/2027

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

General Counsel

Title

Owen G. Dunn Company d/b/a Printelect

Company Name

09/17/2024

Date

COUNTY OF ALBANY
VOTING CART COVERS

RFB-2024-114

ADDENDUM # 1

September 13, 2024

The following Addendum No. 1 consisting of five (5) pages (including this cover page) is hereby issued on the 13 of September 2024, in connection with the Request for Bids #2024-114, as requested by Albany County Board Of Elections.

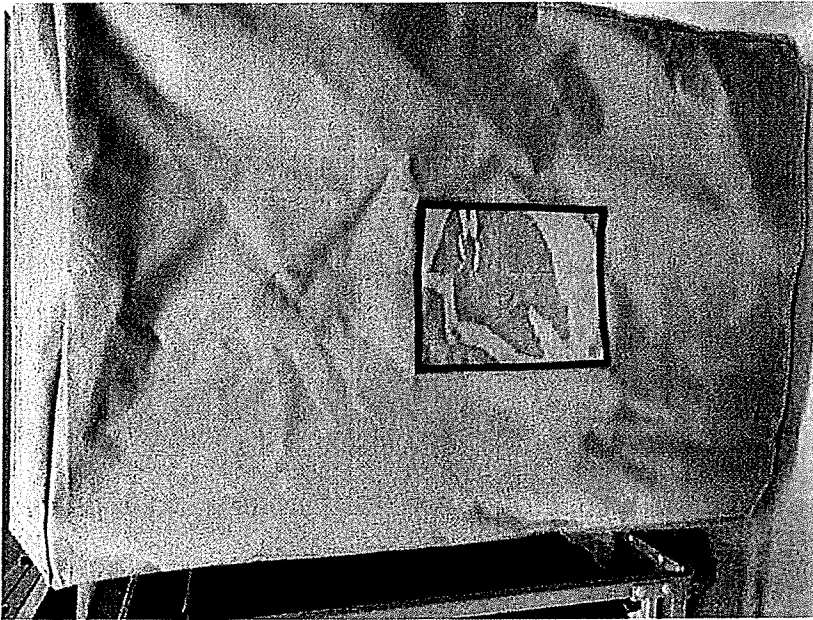
COUNTY OF ALBANY
RFB # 2024-114
VOTING CART COVERS

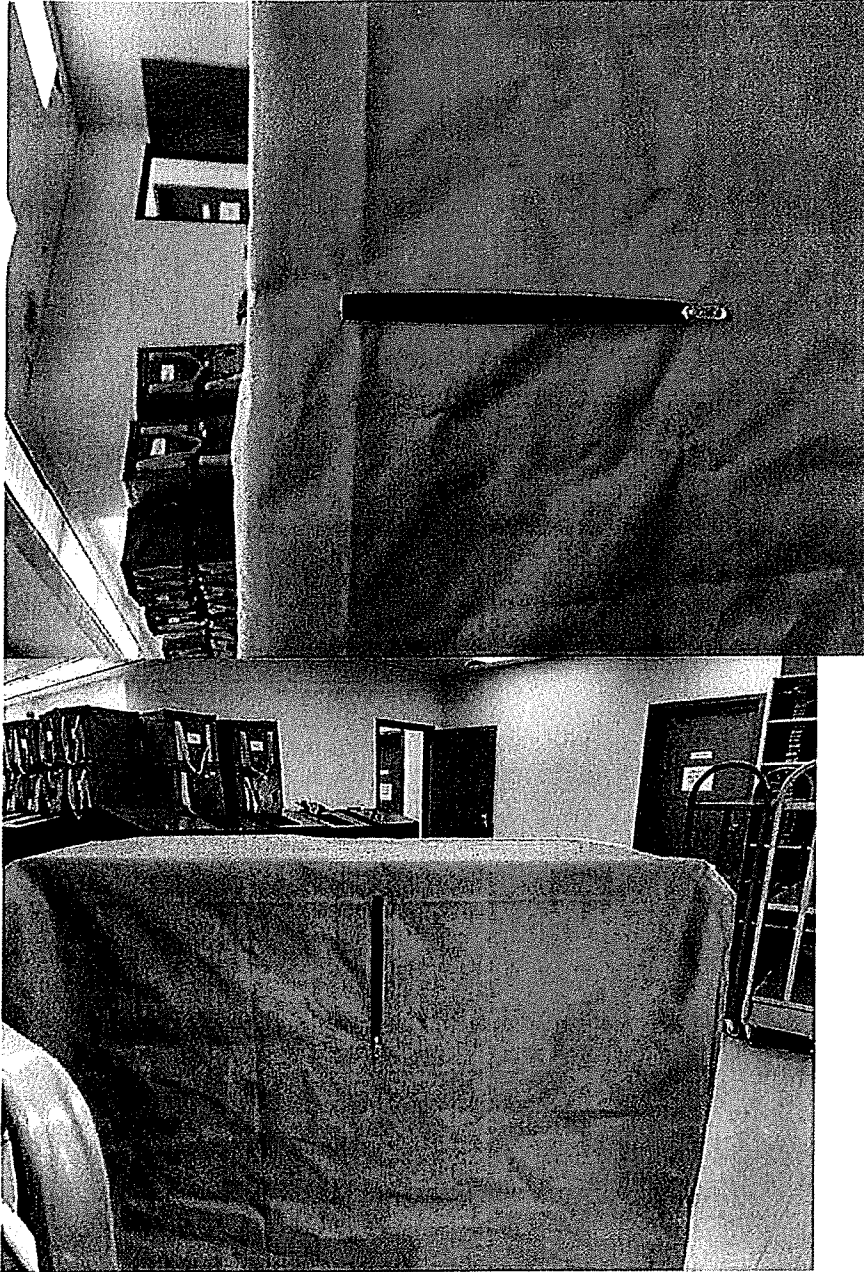
ADDENDUM # 1

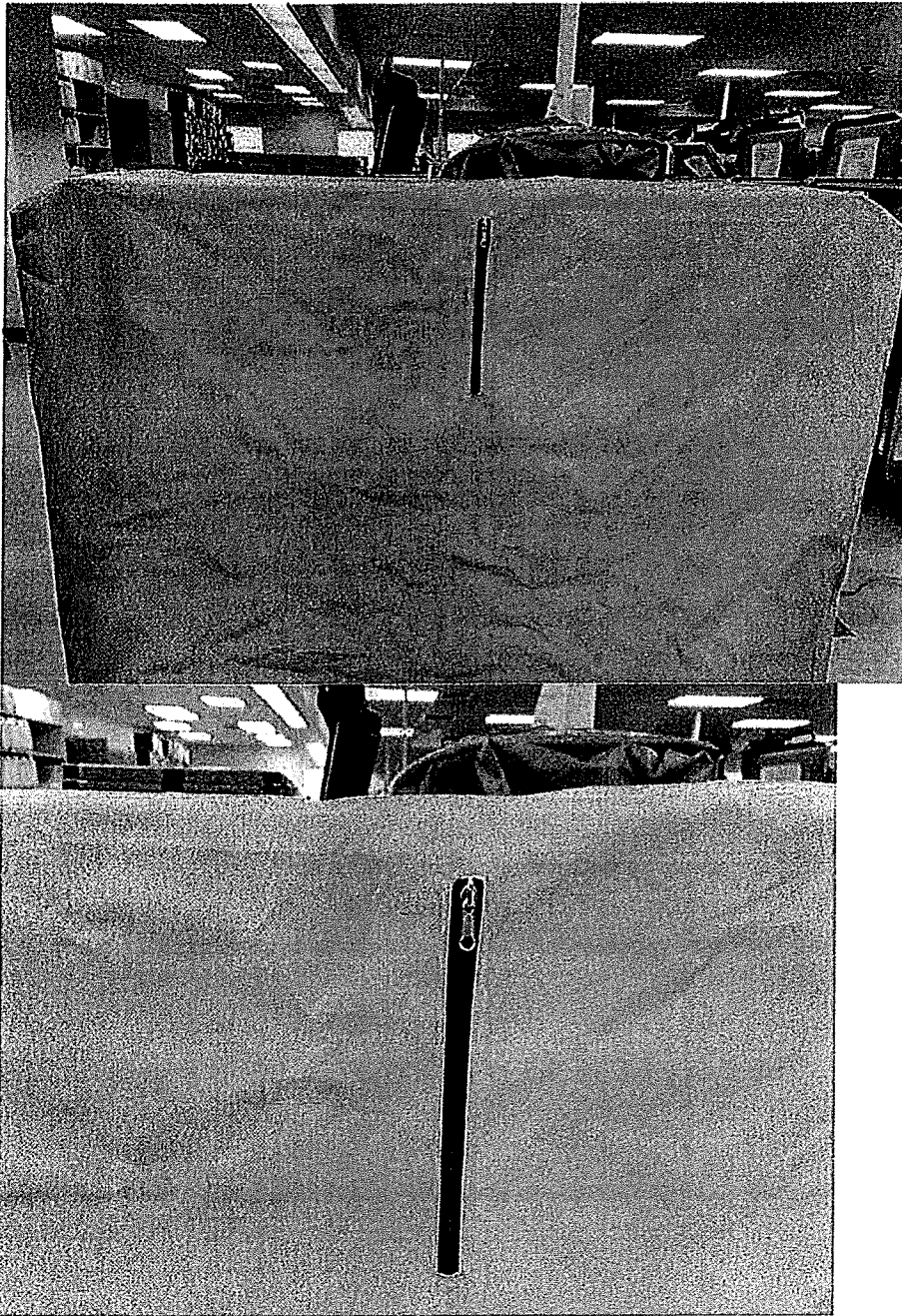
The following information is provided as a result of a question(s) posed by vendor(s):

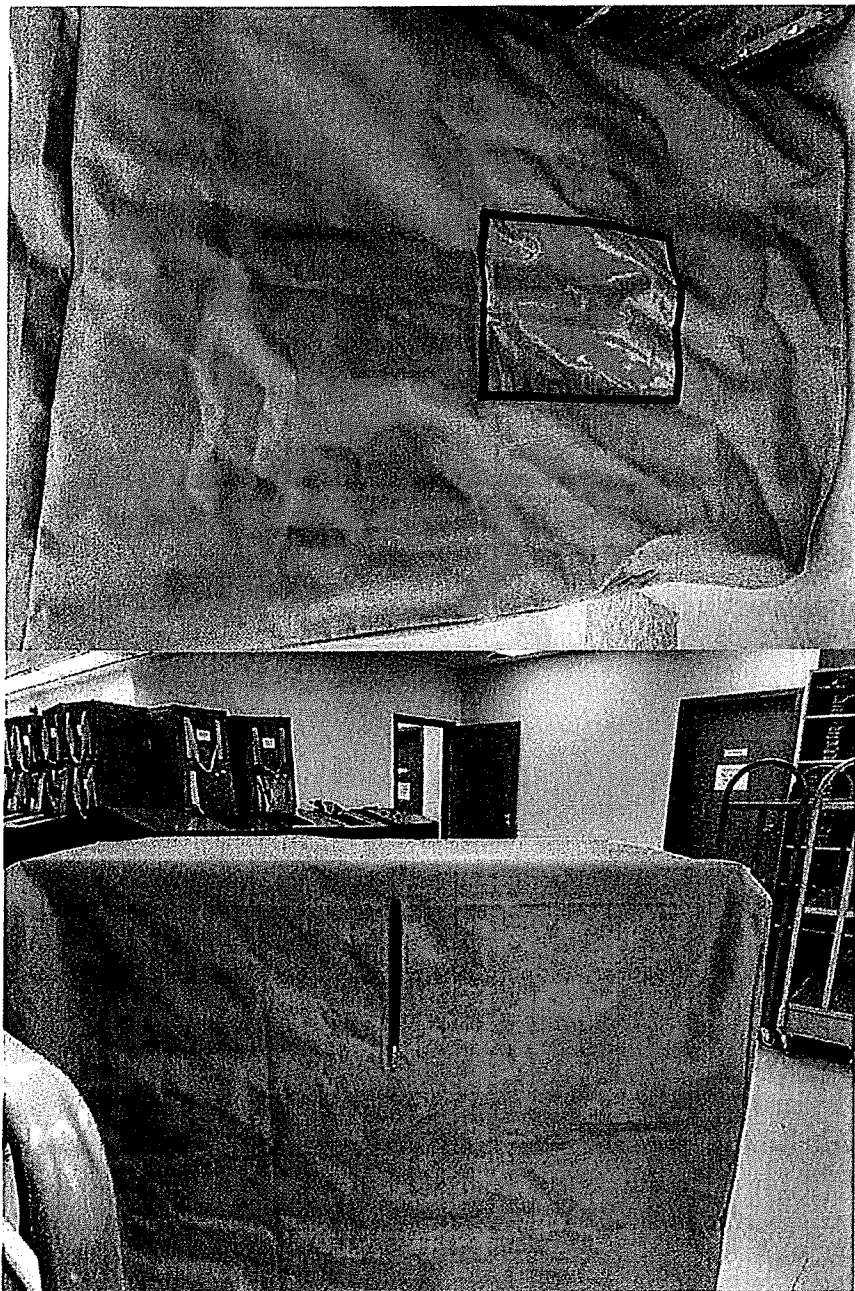
ITEM #1: Do you have a sketch showing the details and exact location of the 12" zippered slot and window ID pockets?

Response #1: We do not have a sketch, but see attached pictures for references.









End of Addendum # 1

COUNTY OF ALBANY
VOTING CART COVERS
RFB-2024-114
ADDENDUM # 2

September 16, 2024

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 16th of September 2024, in connection with the Request for Bids #2024-114, as requested by Albany County Board Of Elections.

COUNTY OF ALBANY
RFB # 2024-114
VOTING CART COVERS

ADDENDUM # 2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: The Bid Form contained in RFB2024-114 seeks a Price per each Cart Cover and a Total Bid Amount for 220 Cart Covers. Should the shipping cost be divided by 220 and added to the unit price of each Cart Cover? Or should the Price per each Cart Cover only reflect the price of the cover alone?

Response #1: As per the General Instructions to Bidder Page 22, All bid prices shall include freight and shall be quoted F.O.B. destination.

End of Addendum # 2



**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
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMORANDUM

TO: Ashley Saville, Specification Technician
FROM: Commissioner McLean Lane, Commissioner Bledi
DATE: January 27, 2025
RE: Recommendation for RFB 2024-114

The Albany County Board of Elections recommends that RFB-2024-114 be awarded to Printelect in the amount of \$26,998.40.

Thank you.



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: Commissioner McLean Lane
Commissioner Bledi

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 27, 2025

RE: RFB-2024-114 Voting Cart Covers

I am in receipt of your recommendation to award the aforementioned to Printelect in the amount of \$26,998.40.

As Printelect 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-2024-114 Tabulation
Voting Cart Covers

Bidder	Price Each	Shipping Charges	Total Cost for 220 Covers
Civic Bridges	\$ 176.09	\$ 500.00	\$ 39,239.80
Fyre Marketing Advisors	\$ 29.99	-	\$ 6,597.80
Morgan Inland LLC	\$ 181.97	-	\$ 40,033.40
PrintElect	\$ 122.72	-	\$ 26,998.40
TCS Marine Services Co	\$ 219.77	-	\$ 48,349.40

Albany County Request for Contract Approval

Contract #	2025-2747
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	A1450 - Board of Elections
Date Submitted	Friday, January 31, 2025
Contact Person	Bledi, Rachel
Contact Phone	+1 5184875070
Vendor Info	Vincy's Printing 1832 Curry Rd, Schenectady, NY 12306
Estimated Amount	\$99,999.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Albany County Board of Elections is seeking renewal of a contract with Vincy's Printing for a 1-year term - January 1, 2025 to December 31, 2025 - to provide ballot stock paper on an as-needed basis for the primary, general and any special elections held within 2025. The contract is not to exceed \$99,999.00. Vincy's was the lowest responsible and responsive bidder for RFB#2022-069, a purchasing cooperative agreement subject to a 4-year renewal.
Budget Line Item	AA1450 - 44042 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
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
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

TO: The Contract Administration Board:
Daniel P. McCoy, County Executive
Joanne Cunningham, Chairwoman of the Legislature
Bruce Hidley, County Clerk

FROM: Alison McLean Lane, Board of Elections Commissioner
Rachel Bledi, Board of Elections Commissioner

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

RE: Renewal of Ballot Paper – RFB#2022-069

DATE: 01/30/2025

The Albany County Board of Elections is seeking renewal of a contract with Vincy's Printing for a 1-year term – January 1, 2025 to December 31, 2025 -to provide ballot stock paper on an as-needed basis for the primary, general and any special elections held within 2025. The contract is not to exceed \$99,999.00.

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



Vincy's Printing

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

January 22, 2025

County of Albany Dept. of General Services
Purchasing Division
112 State Street, Rm 1000
Albany, New York 12207-2021

Dear Pam,

I'm responding to the notice I received for the Albany County RFB# 2022- 069 Ballot Paper renewal. January 1, 2025 to December 31, 2025. I have reviewed the new pricing calculated and I am writing to let you know that Vincy's Printing will renew the contract as stated.

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

Sincerely,

Anthony Denning

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY BOARD OF ELECTIONS



RFB #2022-069

PURCHASE OF BALLOT PAPER

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

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

TITLE: Purchase of Ballot Paper RFB NUMBER: 2022-069

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2022-069
Purchase of Ballot Paper

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2022-069

Sealed Bids for Purchase of Ballot Paper as requested by Albany County Board of Elections will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, June 9, 2022.

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

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
May 19, 2022

PUBLISH ONE DAY – MAY 26, 2022 -- THE EVANGELIST
PUBLISH ONE DAY – MAY 26, 2022 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Purchase of Ballot Paper**
- 1.2 Requesting Department: **Albany County Purchasing Cooperative**
- 1.3 Bid Number: **2022-069**

SECTION 2: PURPOSE

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

SECTION 3: BIDDING DOCUMENTS

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

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday June 9, 2022** at the following address:

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

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

SECTION 5: TERM OF BID

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

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

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

Price adjustments shall be calculated by the following formula:

(Current PPI/Base PPI) x Original Awarded Bid Price = Adjusted Bid Price

A price change factor shall be determined by dividing the current PPI by the base PPI. The current PPI shall be the value most recently published, at the time of price adjustment, by the US Department of Labor. The base PPI shall be the value of PPI at the time of bid opening, June 2022. The price change factor shall be multiplied by the original awarded bid price to determine the adjusted bid price.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

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

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

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

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

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

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

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

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

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

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

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

13.2 Requests for substitution must be reviewed and approved by the County prior to receipt of bids. Vendors wishing to quote substitute equipment shall complete and return the “Request for Substitution Approval” form, along with complete specifications and manufacturer’s descriptive literature, by 4:30pm ***Friday June 3, 2022*** to the Albany County Purchasing Division. Requests shall be submitted to the Albany County Purchasing Agent at 112 State Street, Room #1000, Albany NY 12207, or via fax to (518) 447-5588.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

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

SECTION 17: AWARD OF BID

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

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

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such

determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase 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

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

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

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

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

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

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

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

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

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

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

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

SECTION 34: Section not in use

SECTION 35: Section not in use

Ballot Paper

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

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

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

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

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

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

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

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

Price adjustments shall be calculated by the following formula:

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

A price change factor shall be determined by dividing the current PPI by the base PPI. The current PPI shall be the value most recently published, at the time of price adjustment, by the US Department of Labor. The base PPI shall be the value of PPI at the time of bid opening, June 2022. The price change factor shall be multiplied by the original awarded bid price to determine the adjusted bid price.

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

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

All delivery charges must be included in the price.

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

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

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

9. Prices for Intermediate Quantities:

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

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

Total price for 20,000 = \$500.00

Total price for 10,000 = \$350.00

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

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

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

\$150.00 divided by 10 is \$15.00

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

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

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

10M=\$350.00

11M=\$15.00 additional or \$365.00

12M=\$15.00 additional or \$380.00

13M=\$15.00 additional or \$395.00

14M=\$15.00 additional or \$410.00

15M=\$425.00

Detailed Minimum Specifications for Ballot Paper

A. LOT (ONE)

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

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

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

B.LOT (TWO)

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

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

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

COUNTY OF ALBANY
REQUEST FOR BIDS #2022-069
Ballot Paper

REQUEST FOR SUBSTITUTION APPROVAL

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

Attach descriptive literature and return to:

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

or fax to: (518) 447-5588

Deadline for submission of substitution approval requests is June 3, 2022 by close of business (4:30 p.m.).

VENDOR: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Ballot Paper
Bid Number: 2022-069

THIS BID IS SUBMITTED TO:

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

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

Date

Number

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

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

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

7. Communication concerning this Bid shall be addressed to:

Phone: _____ Fax: _____

E-mail: _____

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

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

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

BID FORM

BID IDENTIFICATION:

Title: 2022-069

Bid Number: Purchase of Ballot Paper

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

BF5

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Bid Tabulation 2022-069 Ballot									
Renewal 1/1/2025 - 12/31/2025									
A. Lot (One) 80# Weyerhaeuser-Opaque White/or approved equivalent									
June PPI 180.77									
Current PPI 187.042									
1.03469									
Total Ballot Size	Micro-Perforated Stub length (50 teeth/Inch)*	Price per 1,000		Price per 5,000		Price per 10,000		Price per 50,000	
8 1/2" x 14"	N/A-No Stub	\$125.00	\$129.34	\$521.00	\$539.07	\$1,031.00	\$1,066.77	\$5,022.00	\$5,196.21
8 1/2" x 15	1"	\$335.00	\$346.62	\$790.00	\$817.41	\$1,927.00	\$1,993.85	\$5,535.00	\$5,727.01
8 1/2" x 15" -with color bar	1"	\$720.00	\$744.98	\$1,403.00	\$1,451.67	\$2,456.00	\$2,541.20	\$6,403.00	\$6,625.12
8 1/2" x 16"	2"	\$335.00	\$346.62	\$790.00	\$817.41	\$1,927.00	\$1,993.85	\$5,535.00	\$5,727.01
8 1/2" x 16" -with color bar	2"	\$720.00	\$744.98	\$1,403.00	\$1,451.67	\$2,456.00	\$2,541.20	\$6,403.00	\$6,625.12
8 1/2" x 18"	1"	\$335.00	\$346.62	\$790.00	\$817.41	\$1,927.00	\$1,993.85	\$5,535.00	\$5,727.01
8 1/2" x 18"-with color bar	1"	\$720.00	\$744.98	\$1,403.00	\$1,451.67	\$2,456.00	\$2,541.20	\$6,403.00	\$6,625.12
8 1/2" x 17"	No Stub	\$125.00	\$129.34	\$521.00	\$539.07	\$1,031.00	\$1,066.77	\$5,022.00	\$5,196.21
8 1/2" x 19"	2"	\$335.00	\$346.62	\$790.00	\$817.41	\$1,927.00	\$1,993.85	\$5,535.00	\$5,727.01
8 1/2" x 19"-with color bar	2"	\$720.00	\$744.98	\$1,403.00	\$1,451.67	\$2,456.00	\$2,541.20	\$6,403.00	\$6,625.12

B. Lot (Two) 100# Text (Cascades Fine Paper, Rolland Opaque30) White/or approved equivalent									
Total Ballot Size	Micro-Perforated Stub length (50 teeth/Inch)*	Price per 1,000		Price per 5,000		Price per 10,000		Price per 50,000	
8 1/2" x 14"	N/A-No Stub	\$142.00	\$146.93	\$588.00	\$608.40	\$1,105.00	\$1,143.33	\$6,202.00	\$6,417.15
8 1/2" x 15	1"	\$382.00	\$395.25	\$891.00	\$921.91	\$2,048.00	\$2,119.05	\$6,753.00	\$6,987.26
8 1/2" x 15" -with color bar	1"	\$756.00	\$782.23	\$1,322.00	\$1,367.86	\$2,585.00	\$2,674.67	\$7,618.00	\$7,882.27
8 1/2" x 16"	2"	\$382.00	\$395.25	\$891.00	\$921.91	\$2,048.00	\$2,119.05	\$6,753.00	\$6,987.26
8 1/2" x 16" -with color bar	2"	\$756.00	\$782.23	\$1,322.00	\$1,367.86	\$2,585.00	\$2,674.67	\$7,618.00	\$7,882.27
8 1/2" x 18"	1"	\$382.00	\$395.25	\$891.00	\$921.91	\$2,048.00	\$2,119.05	\$6,753.00	\$6,987.26
8 1/2" x 18"-with color bar	1"	\$756.00	\$782.23	\$1,322.00	\$1,367.86	\$2,585.00	\$2,674.67	\$7,618.00	\$7,882.27
8 1/2" x 17"	No Stub	\$142.00	\$146.93	\$588.00	\$608.40	\$1,105.00	\$1,143.33	\$6,202.00	\$6,417.15
8 1/2" x 19"	2"	\$382.00	\$395.25	\$891.00	\$921.91	\$2,048.00	\$2,119.05	\$6,753.00	\$6,987.26
8 1/2" x 19"-with color bar	2"	\$756.00	\$782.23	\$1,322.00	\$1,367.86	\$2,585.00	\$2,674.67	\$7,618.00	\$7,882.27

Price per 100,000		Price per 150,000		Price per 200,000	
\$9,528.00	<i>\$9,858.53</i>	\$12,248.00	<i>\$12,672.88</i>	\$16,244.00	<i>\$16,807.50</i>
\$10,406.00	<i>\$10,766.98</i>	\$13,491.00	<i>\$13,959.00</i>	\$17,549.00	<i>\$18,157.77</i>
\$11,724.00	<i>\$12,130.71</i>	\$15,318.00	<i>\$15,849.38</i>	\$19,429.00	<i>\$20,102.99</i>
\$10,406.00	<i>\$10,766.98</i>	\$13,491.00	<i>\$13,959.00</i>	\$17,549.00	<i>\$18,157.77</i>
\$11,724.00	<i>\$12,130.71</i>	\$15,318.00	<i>\$15,849.38</i>	\$19,429.00	<i>\$20,102.99</i>
\$10,406.00	<i>\$10,766.98</i>	\$13,491.00	<i>\$13,959.00</i>	\$17,549.00	<i>\$18,157.77</i>
\$11,724.00	<i>\$12,130.71</i>	\$15,318.00	<i>\$15,849.38</i>	\$19,429.00	<i>\$20,102.99</i>
\$9,528.00	<i>\$9,858.53</i>	\$12,248.00	<i>\$12,672.88</i>	\$16,244.00	<i>\$16,807.50</i>
\$10,406.00	<i>\$10,766.98</i>	\$13,491.00	<i>\$13,959.00</i>	\$17,549.00	<i>\$18,157.77</i>
\$11,724.00	<i>\$12,130.71</i>	\$15,318.00	<i>\$15,849.38</i>	\$19,429.00	<i>\$20,102.99</i>

Price per 100,000		Price per 150,000		Price per 200,000	
\$11,929.00	<i>\$12,342.82</i>	\$17,232.00	<i>\$17,829.78</i>	\$20,931.00	<i>\$21,657.10</i>
\$12,810.00	<i>\$13,254.38</i>	\$18,440.00	<i>\$19,079.68</i>	\$22,335.00	<i>\$23,109.80</i>
\$14,124.00	<i>\$14,613.96</i>	\$19,595.00	<i>\$20,274.75</i>	\$24,339.00	<i>\$25,183.32</i>
\$12,810.00	<i>\$13,254.38</i>	\$18,440.00	<i>\$19,079.68</i>	\$22,335.00	<i>\$23,109.80</i>
\$14,124.00	<i>\$14,613.96</i>	\$19,595.00	<i>\$20,274.75</i>	\$24,339.00	<i>\$25,183.32</i>
\$12,810.00	<i>\$13,254.38</i>	\$18,440.00	<i>\$19,079.68</i>	\$22,335.00	<i>\$23,109.80</i>
\$14,124.00	<i>\$14,613.96</i>	\$19,595.00	<i>\$20,274.75</i>	\$24,339.00	<i>\$25,183.32</i>
\$11,929.00	<i>\$12,342.82</i>	\$17,232.00	<i>\$17,829.78</i>	\$20,931.00	<i>\$21,657.10</i>
\$12,810.00	<i>\$13,254.38</i>	\$18,440.00	<i>\$19,079.68</i>	\$22,335.00	<i>\$23,109.80</i>
\$14,124.00	<i>\$14,613.96</i>	\$19,595.00	<i>\$20,274.75</i>	\$24,339.00	<i>\$25,183.32</i>

Albany County Request for Contract Approval

Contract #	2025-2734
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	G8130 - Sewage Treatment
Date Submitted	Tuesday, January 28, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Purecems LLC 20 Morgan Dr, Sussex, NJ 07461
Estimated Amount	\$49,500.00
Estimated Term	1/1/2025 to 12/31/2026
Scope of Services	North and South plant quarterly preventative maintenance, Incinerator continuous monitoring.
Budget Line Item	GG8130 - -
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.albanycountyny.gov

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CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 28, 2025

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

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

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

**Re: RFB 2025-003 North and South Plant Incinerator Continuous Emission Monitoring System
Preventative Maintenance Services**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Purecems LLC for a total of \$49,500. The contract term is for two (2) years, set to run from January 1, 2025 through December 31, 2026.

There were two (2) bids received and Purecems LLC was the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Department'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
District Recommendation Memo
Purchasing Dept. Concurrence Memo

cc: Wesley Hartmann, Policy Analyst
Zak Smetan, 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: January 28, 2025

RE: RFB# 2025-003
North and South Plant Quarterly Preventative Maintenance Incinerator Continuous
Emission Monitoring Systems

I am in receipt of your recommendation to award the aforementioned to Purecems LLC in the amount of \$49,500 for a two year term.

As Purecems LLC 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
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NICHOLAS W. FOGLIA
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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-2025-003 North & South Plant Quarterly Preventative Maintenance of Incinerator Continuous Emission Monitoring Systems.

Date: January 28, 2025

The Water Purification District recommends award of the above referenced RFB to Purecems LLC, for a total not to exceed amount of \$49,500 for a two year term.

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

If you have any questions, please feel free to contact me at 447-1617.

RFB # 2025-003

CemTek Systems

Purecems LLC

<u>Item Description</u>	<u>Price</u>	<u>Price</u>
Lump Sum for Four (4) Quarters 2025	\$24,400.00	\$24,750.00
Lump Sum for Four (4) Quarters 2026	\$25,125.00	\$24,750.00
Total Bid Amount for 2025 and 2026	\$49,525.00	\$49,500.00
Parts Not Covered Under Preventative Maintenance Contract	10%	5%

Albany County Request for Contract Approval

Contract #	2025-2748
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	G8130 - Sewage Treatment
Date Submitted	Friday, January 31, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Adirondack Environmental Services Inc 314 N Pearl St, Albany, NY 12207
Estimated Amount	\$40,000.00
Estimated Term	3/31/2025 to 3/30/2026
Scope of Services	Various environmental laboratory testing needed to comply with District's SPDES permits.
Budget Line Item	GG8130 - 44108 -
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. 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
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 31, 2025

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-2023-029-Environmental Testing
Adirondack Environmental**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to renew the above subject contract with Adirondack Environmental for environmental lab testing. The original contract term was for a one-year period structured with three consecutive one year renewal options. This is renewal two of three, covering year 2025. The estimated cost per year is \$40,000.00.

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

Sincerely,


Angelo Gaudio, P.E.
Executive Director

Enc: Signed renewal acceptance letter.

Cc: Wesley Hartmann, Policy Analyst
Zachary Smetana, Budget Analyst

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

RE: RFP # 2023-029
Environmental Laboratory Services

*2nd of 3 year Renewal
options*

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW RFP # 2023-029 AND WILL HOLD
AWARDED BID PRICES THROUGH March 30, 2026
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Adirondack Environmental Services, Inc.

REPRESENTATIVE: Patrick Daniels

TELEPHONE # 518-434-4546

FAX #: 518-434-0891

SIGNATURE: *Patrick Daniels*

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ 518-447-5588.

Albany County Request for Contract Approval

Contract #	2025-2749
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, January 31, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	GP Jager Inc PO Box 50, Boontown, NJ 07005
Estimated Amount	\$40,000.00
Estimated Term	12/15/2024 to 12/15/2025
Scope of Services	Requesting additional funds beyond original contract for the supply of WEDECO UV parts resulting from unanticipated needs.
Budget Line Item	GG8130 - 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
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 31, 2025

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 2024-134 WEDECO Duron UV Parts
GP Jager, Inc.**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to amend the above subject contract amount with GP Jager, Inc. for the supply of WEDECO UV parts for the District's South Plant Disinfection System. The original contract amount was for \$75,000. This amendment request is for an additional \$40,000 for a total contract value of \$115,000. The increase is for the purchase of additional UV parts that were unanticipated when the initial contract amount was approved.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation

cc: Wesley Hartmann, Policy Analyst
Zachary Zmetana, Budget Analyst

RFB-2024-134 WEDECO Duron UV Parts

Vendor: GP Jager Inc

Part number	Description	Price Each
76105466	Ecoray ELR 60 UV Lamp	\$709.50
76107618, New Part Number 76761616	Quartz Sleeve	\$961.50
76039498	O-Ring Lamp Seal	\$4.65
76106996	Ecoray Ballast TDS 60	\$1,768.50
766114212	Wiper Ring Assembly	\$76.50
6104022	UV Sensor SO 20101	\$1,795.50
766113838, New Part Number 766124219	Connector Plug for ELR 60 Lamp	\$546.00

Albany County Request for Contract Approval

Contract #	2025-2752
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	G8130 - Sewage Treatment
Date Submitted	Monday, February 3, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Doosan Bobcat North America Inc. 250 East Beaton Drive, West Fargo, ND 58078
Estimated Amount	\$51,161.60
Estimated Term	2/11/2025 to 5/1/2025
Scope of Services	Purchase of one (1) Bobcat L23 Small Articulated Loader with bucket, broom and brush hog attachments
Budget Line Item	GG8130 - 22400 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
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CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

February 3, 2025

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: New York State Contract PC69396
Doosan Bobcat of North America, Inc.**

Dear Contract Administration Board:

The Water Purification District is requesting authorization to utilize the above referenced New York State Contract to award the purchase of the following vehicle to Doosan Bobcat of North America:

- One (1) Bobcat L23 Small Articulated Loader with bucket, broom and brush hog attachments

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Vendor Quote
State Contract Information
Award Approval Letter
Concurrence Memo

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



Product Quotation
Quotation Number: **LR988253**
Quote Sent Date: **Jan 31, 2025**
Expiration Date: **Mar 02, 2025**

Your Bobcat Contact
Lizzie Richter
Phone:
Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
**COUNTY OF ALBANY WATER
PURIFICATION DIST. 3149342**

Bobcat Dealer
Robert H. Finke & Sons, Inc
Selkirk, NY

Bill to
**COUNTY OF ALBANY WATER
PURIFICATION DIST. 3149342**
1 CANAL ROAD SOUTH
MENANDS, NY, 12204

Item Name	Item Number	Quantity	Price Each	Total
Bobcat L23 Small Articulated Loader	M1401	1	32,239.20	32,239.20
Standard Equipment:				
24.8 HP Tier 4 Diesel Engine			Glow Plugs (Automatically Activated)	
Standard Lift Arm (Non-Telescopic)			Horn	
Auxiliary Hydraulics: Variable Flow 12 GPM			Instrumentation:	
Articulation Lock Bar			Engine Temperature & Fuel Gauges, Hourmeter, RPM and	
Backup Alarm			Warning Lights	
Bob-Tach			Lift Arm Support Device	
Operator Interlock Control System - Integrated in Left Arm Rest			LED Work Lights, 2-Front & 1-Rear	
Controls:			Operator Canopy:	
Forward & Reverse foot pedals with joystick controlled			Cup holder, Adjustable Suspension Seat, Retractable Seat Belt	
workgroup functions & variable control switches for auxiliary			Roll Over Protective Structure (ROPS) meets ISO 3471	
hydraulics			Falling Object Protective Structure (FOPS) meets ISO 3449,	
Engine/Hydraulic Systems Shutdown			Level I	
			Parking Brake: Spring Applied, Pressure Released (SAPR)	
			Tires: 10 Ply 23-8.50x12 Turf (43.2" wide)	
			Warranty: 1 year, or Unlimited hours whichever occurs first	
Comfort and Performance Package	M1401-P01-C03	1	4,411.80	4,411.80
<i>Included:</i> Heated enclosed cab with wiper / washer, heated suspension seat, block heater, Power Bob-Tach, radio, traction assist.				
50" General Purpose Bucket (463)	7114583	1	776.72	776.72
Bolt-On Cutting Edge, 50"	7104502	1	120.15	120.15
64" Angle Broom	M7044	1	4,470.32	4,470.32
64" Angle Broom with 10.3 motor (9.6-12.0 gpm)	M7044-R02-C01	1	418.00	418.00
Attachment Control Kit	7427921	1	476.49	476.49
Hose Extension - Kit replacement - Must order 2	7415238	2	56.04	112.08
54" Brushcat (35cc)	7388300	1	5,972.84	5,972.84
<i>Included:</i> 54" Brushcat (35cc)				
Total for Bobcat L23 Small Articulated Loader				48,997.60
Quote Total - USD				48,997.60

Dealer P.D.I.	300.00
Freight Charges	850.00
Destination Charges	489.00
Dealer Assembly Charges	525.00
Quote Total - USD	51,161.60

Comment:

*Prices per the New York State Contract – PC69396

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc, P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance: Quotation Number:: LR988253 Purchase Order: _____	
Authorized Signature: Print: _____ Sign: _____ Date: _____ Email: _____	
Addresses Delivery Address _____ Billing Address (if different from ship to): _____	
Tax Exempt: Y ☐ / N ☐	

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Office of General Services Procurement Services

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

Contractor Information Summary

Updated: December 24, 2024

Group 40625 – Heavy Equipment (Statewide)

Award Number: [PGB-22792](#) Contract Period *See Below For Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC69396	Doosan Bobcat North America Inc. (FKA Clark Equipment Company DBA Bobcat Company) 250 East Beaton Drive West Fargo, ND 58078 Federal ID: 380425350 NYS Vendor ID: 1000009236	Contract Period: 05/20/2021 to 05/31/2025	Contractor and Pricing Information Terms & Conditions
PC69150	Gradall Industries, LLC (Gradall) 406 Mill Avenue S.W. New Philadelphia OH 44663 Federal ID: 742660540 NYS Vendor ID: 1100121209	Contract Period: 6/15/2020 to 5/31/2025	Contractor and Pricing Information Terms & Conditions
PC69052	Henderson Products, Inc. 1085 South 3rd Street Manchester, IA 52057 Federal ID: 271184835 NYS Vendor ID: 1000034909	Contract Period: 03/16/2020 to 10/29/2024	Contractor and Pricing Information Terms & Conditions
PC69513	Hyundai Construction Equipment Americas, Inc. 6100 Atlantic Blvd. Norcross, GA 30071 Federal ID: 36-3793157 NYS Vendor: ID 1100247262	Contract Period: 12/15/2021 to 05/13/2025	Contractor and Pricing Information Terms & Conditions

Reseller Name and Address	Reseller Contact Information
BOBCAT COMPANY	
Bobcat of Buffalo Lockport, NY	Phone: (716) 625-6092 Fax: (716) 625-8302 Email: buffalobobcat@aol.com
John Stokowski & Sons, Inc. Middle Granville, NY	Phone: (518) 642-1610 Fax: (518) 642-3571 Email: meangreen1@albany.twcbs.com
Kelly's Garage Perry, NY	Phone: (585) 237-2504 Fax: (585) 237-3380 Email: info@kellysgarageus.com
LeBerge & Curtis, Inc. Canton, NY	Phone: (315) 386-8568 Fax: (315) 386-5285 Email: mail@lebergeandcurtis.com
Robert H. Finke & Sons Inc. Selkirk, NY	Phone: (518) 767-9331 Fax: (518) 767-2446 Email: rstanton@finkeequipment.com
Bobcat of Gloversville Johnstown, NY	Phone: (518) 762-8201 Fax: (518) 762-6971 Email: tylerputman29@yahoo.com
Summit Handling Systems Inc. Walden, NY	Phone: (845) 569-8195 Fax: (845) 522-8173 Email: jdangelo@summithandling.com
Souther Tier Trailer Sales, Inc. Jamestown, NY	Phone: (716) 985-4600 Fax: (716) 985-4740 Email: southern-tier@madbbs.com
Bobcat of Long Island / Medford Medford, NY	Phone: (631) 447-2228 Fax: (631) 205-5905 Email: robs@bobcatzone.com
Bobcat of New York City Maspeth, NY	Phone: (718) 366-7930 Fax: (718) 366-8501 Email: robs@bobcatzone.com
Bobcat of Central New York East Syracuse, NY	Phone: (315) 437-2829 Fax: (315) 437-5160 Email: Bobcat@thompsonandjohnson.com

If you could make the PO out to:

Doosan Bobcat North America, Inc

250 E Beaton Dr.

West Fargo, ND 58078

And please send a copy to heather.messmer@doosan.com



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 3, 2025

RE: NYS Contract #PC69396

I am in receipt of your recommendation to purchase one Bobcat L23 Small Articulated Loader from NYS Contract #PC69396 with Doosan Bobcat of America, Inc. in the amount of \$51,161.60.

Please obtain the necessary contract approval of the Contract Administration Board.



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.albanycountyny.gov

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: NYS Contract# PC69396 - Bobcat L23 Loader Purchase
Doosan Bobcat of North America, Inc.

Date: February 3, 2025

The Water Purification District is requesting authorization to utilize New York State Contract #PC69396 for the purchase of one (1) Bobcat L23 Small Articulated Loader from Doosan Bobcat of North America, Inc. in the amount of \$51,161.60. The Purchase Order must be issued to Corporate but the item will be delivered by Robert H. Finke & sons, Inc. as they are the authorized Bobcat vendor for the above referenced Contract.

If the Purchasing Department approves of this purchase, please return a Notice of Concurrence so that I may submit this request to the Contract Administration Board.

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

Albany County Request for Contract Approval

Contract # 2025-2735

Contract Type B) CAB Contract

Contract Action A) New

Procurement Type BID

Department A3140 - Probation

Date Submitted Wednesday, January 29, 2025

Contact Person Connors, William (Probation Dept)

Contact Phone +1 5184875194

Vendor Info Metro Ford
3601 State Street, Schenectady, NY 12304

Estimated Amount \$93,948.40

Estimated Term 1/29/2025 to 12/31/2025

Scope of Services Purchase 2 Police Interceptor vehicles with barrier/cage installed.

Budget Line Item CAPIT - -

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



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200

FAX: (518) 487-5204

www.albanycountyny.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

DANIEL P. MCCOY
County Executive

January 28, 2025

Albany Contract Board:

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

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

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: 2 – Ford Police Interceptor Gas/Hybrid vehicles

Dear Messrs: McCoy and Hidley,
Dear Ms. Cunningham,

Pursuant to bids received for RFQ-2024-163 (2) 2025 FORD POLICE INTERCEPTER vehicles, the Probation Department requests authorization to purchase both 2025 Police Interceptor vehicles from Metro Ford for the cost of \$93,948.40. These vehicles will be utilized for many probation activities including, community visits and the transportation of probationers.

Once the purchase order is received by Metro Ford, the estimated number of days for delivery is 60-120.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/ek



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: William Conners
Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 29, 2025

RE: RFQ 2024-163 2025 Ford Police Interceptor Vehicles (2)

I am in receipt of your recommendation to award the aforementioned to Metro Ford in the amount of \$93,948.40.

As Metro Ford 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.



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

**WILLIAM CONNORS
Director**

**LORI HAGGERTY
Deputy Director**

**MICHAEL OCONNOR
Principal Probation Officer**

**DANIEL P. MCCOY
County Executive**

January 28, 2025

Ashley Saville
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207

RE: RFQ 2024-163

Dear Ashley:

Due to the lowest possible bidder withdrawing their bid, the Probation Department would like to accept the next lowest responsible bidder, which would be Metro Ford.

Total bid price for 2 vehicles is \$93,948.40.

Please let me know if you need any further information.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/ek

RFQ 2024-163 Tabulation
2025 Ford Police Interceptor (2)

Vendor	Model Year	Make & Model	Price Per Vehicle	Total for (2) Vehicles
Delacy Ford	2025	Ford Police Interceptor	\$48,873.20	\$97,746.40
Metro Ford	2025	Ford Police Interceptor	\$46,974.40	\$93,948.40
Nielsen Ford of Morristown	2025	Ford Police Interceptor	\$47,902.79	\$95,805.58
Scorpio Motors LLC DBA Greenwich	2025	Ford Police Interceptor	\$51,723.90	\$103,447.80
VanBortel Ford	2025	Ford Police Interceptor	\$46,649.04	\$93,298.08



71 Marsh Rd East Rochester, NY 14445
(585) 586-7705 Fax (585) 586-7706

Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
P - 518.447.5545

Attn: Ashley Saville

1/28/2025

Re RFQ-2024-163

PO# 414

Please accept this letter as an acknowledgment that there was a calculation error on our response. We are formally requesting the withdrawal of our response.

We are sorry for any inconvenience that this has caused.

Sincerely

Joshua Relyea

Fleet Department Manager

Van Bortel Ford, Inc.

Albany County Request for Contract Approval

Contract #	2025-2757
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A6119 - Children, Youth & Families
Date Submitted	Tuesday, February 4, 2025
Contact Person	McNelis, Scott
Contact Phone	518-447-7306
Vendor Info	Red River Hospital LLC 1505 8th Street, Wichita Falls, TX 76301
Estimated Amount	\$99,000.00
Estimated Term	1/31/2025 to 5/1/2025
Scope of Services	Specialized Residential Treatment Program
Budget Line Item	AA6119 - 3619 -
Fiscal Impact	County: 10.00% State: 50.00% Federal: 40.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE
MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER
NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request ID# 2757 - Red River Hospital

DATE: February 4, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of a contract for a Specialized Residential Treatment Program with Red River Hospital, LLC

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

Enclosure

The Department for Children, Youth and Families
Justification for a Contract Authorization with Red River Hospital, LLC for the Provision
of a Specialized Residential Treatment Program

In accordance with the mandates articulated in Social Services Law 371 and 383, local districts are required to provide and pay for foster care services for youth in need of such services. The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Red River Hospital LLC for the provision of specialized residential treatment program. The requested contract term is for January 31, 2025 – May 1, 2025, not to exceed \$ 99,000. If children are placed out of state, Albany County will pay no more than the Approved agency rate by the corresponding state.

The primary objective of foster care is to reconcile children with the biological parents. However, if the parents are unable or unwilling to care for the child, or if the child is an orphan, then the first choice of adoptive parents is a relative known as kinship care. Most kinship care is done informally, without the involvement of a court or public organization. If no related family member is willing or able to adopt, the next preference is for the child to be adopted by foster parents or by someone else involved in the child's life.

If these options are not viable, the plan for the minor may be to enter other planned permanent living arrangements. This option allows the child to stay in custody of the state and the child can stay placed in a foster home, with a relative or a long-term care facility, such as a residential child care community or, for children with development disabilities, physical disabilities or mental disabilities, a treatment center.

Children's
Behavioral Solutions

RED RIVER HOSPITAL, LLC

Reimbursement Rate Certification

Name of Resident: Noah Bejarano Ratner **DOB:** 04/28/2009 **SSN:** _____

Residential Treatment Facility: Facility Name: RED RIVER HOSPITAL, LLC ("Facility")
Address: 1505 8th Street Wichita Falls, TX 76301

Phone: 940-400-0733 | Fax: 855-526-8223

I, as an authorized representative of Albany County Department for Children and Youth, will be responsible for payment of room, board, and related treatment services for the above resident for the duration of treatment. I certify the room and board rate of \$ 1200.00 per day has been negotiated for reimbursement for Sub-Acute treatment services for the above-

named resident in a **BLOCKED ROOM**, and is inclusive of room and board, therapeutic and psychiatric services, and general ancillaries to include general dental cleanings, yearly eye exams, sick and well visits. The rate of \$950.00 will be continued should no blocked room be necessary after 3 days. One to One care will be charged at a rate of \$30.00 per hour.

I certify that Albany County DCYF will be responsible for payment of all Medical Services that is

NOT covered by a youths primary commercial plan (if applicable) including all emergency care medical services.

Invoices will be submitted to the following contact person and address. Room and Board claims and medications:

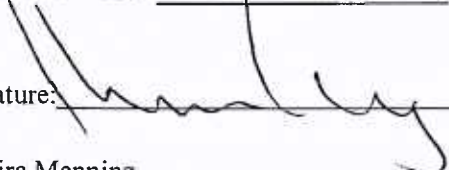
Contact Person: Sonoma Pelton Email Address for claims: sonoma.pelton@albanycountyny.gov

Billing should be submitted in a monthly cycle ending the last day of the month. Received invoices will be entered into the payment system within 3 days and checks for payment will be received no later than 30 days after the submission of claim.

Additional Terms:

Any questions regarding this agreement can be addressed to: Ericka Burrini - 973-600-9841

Authorized Representative for Albany County DCYF : Authorized Representative for **Facility**:

Authorized Signature:  Authorized Signature: _____

Print Name: Moira Manning Print Name: _____

Title: Commissioner Title: CEO

Date: 01-31-2025 Date: _____

Albany County Request for Contract Approval

Contract #	2025-2739
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1432 - Human Resources
Date Submitted	Wednesday, January 29, 2025
Contact Person	Coffil, Shannon
Contact Phone	
Vendor Info	MM Hayes 16 Sage Estate, Albany, NY 12204
Estimated Amount	\$96,056.65
Estimated Term	11/1/2024 to 10/31/2025
Scope of Services	Kronos timekeeping system
Budget Line Item	AA1432 - 44070 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

MAINTENANCE AGREEMENT

CUSTOMER NAME Albany County	SERVICING OFFICE: M.M. Hayes Company, Inc.	
STREET ADDRESS 112 State Street, Suite 1100	16 The Sage Estate Albany, NY 12204	
CITY, STATE, ZIP Albany, NY 12207		
CONTACT Theresa Ferrara	EFFECTIVE DATE: 11/01/2024 - 10/31/2025	CONTRACT NUMBER:
TELEPHONE	AGREEMENT NUMBER: 77098	DATE: 1/9/2025

M.M. Hayes Company, Inc., a New York corporation having its principal place of business at 16 The Sage Estate, Albany, NY 12204 ("M.M. Hayes") and Albany County ("Customer") hereby agree to the terms and conditions on the front and reverse sides of this Agreement, under which M.M. Hayes shall provide Maintenance Service for the Equipment, Standard Software, and Custom Software shown on the schedule(s) below:

EQUIPMENT (HARDWARE) SCHEDULE

QTY.	MODEL/ DESCRIPTION	
20	Kronos InTouch DX with Bar Code Reader	\$4,000.00

STANDARD SOFTWARE SCHEDULE

QTY.	MODEL/ DESCRIPTION	
1	Kronos Workforce Timekeeper 4000 v8.1	\$37,000.00
1	Kronos Workforce Employee 4000	\$25,080.00
1	Kronos Workforce Accruals 4000	\$14,440.00
1	Kronos Workforce Managers 1000	\$72,450.00
1	Kronos Workforce Record Manager 4000	\$3,760.00
1	Bi-Directional Munis Payroll Interface	\$4,080.00
1	Accrual Balance Interface to Munis	\$4,080.00
1	Kronos Workforce Mobile Employee 300	\$543.00
1	Kronos Workforce Mobile Manager 5	\$73.65
	M.M. Hayes Support Services Discount	-\$69,450.00

CUSTOM SOFTWARE SCHEDULE

CUSTOM PROJECT NUMBER	CUSTOM PROJECT DESCRIPTION	ANNUAL CUSTOM SOFTWARE MAINTENANCE CHARGES
TOTAL ANNUAL MAINTENANCE CHARGES FOR EQUIPMENT, STANDARD AND CUSTOM SOFTWARE:		\$96,056.65

CUSTOMER ACKNOWLEDGES THAT HE HAS READ BOTH SIDES OF THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN.

AGREED TO AND ACCEPTED:

M.M. HAYES COMPANY, INC.

CUSTOMER: ALBANY COUNTY
(Customer Name - Please Print)



INVOICE NO. 83321
DATE: 12/17/2024

SOLD TO

Albany County
Attn: Human Resources Accounts Payable
112 State Street, Room 1100
Albany, NY 12207

Kronos Annual Support

CUST.NO. 0001307	SHIP VIA	F.O.B.	CARTONS	ACCOUNT REPRESENTATIVE Michael Hayes
DATE SHIPPED	CUSTOMER ORDER NO.	TERMS Net 45		STATEMENT TYPE INVOICE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	NYS CONTRACT PM68156 Group 73600 - Award 22802		
4,000	Kronos Workforce Timekeeper v8.1	9.25	37,000.00
4,000	Kronos Workforce Employee	6.27	25,080.00
4,000	Kronos Workforce Accruals	3.61	14,440.00
1,000	Kronos Workforce Managers	72.45	72,450.00
4,000	Kronos Workforce Record Manager	0.94	3,760.00
4,000	Munis Bi-Directional Payroll Interface	1.02	4,080.00
4,000	Munis Accrual Balance Interface	1.02	4,080.00
300	Workforce Mobile Employee	1.81	543.00
5	Workforce Mobile Manager	14.73	73.65
20	InTouch DX with Bar Code Reader	200.00	4,000.00
1	M.M. Hayes Support Services Discount	-69,450.00	-69,450.00
	Effective Dates: November 1, 2024 - October 31, 2025		

Remit To:
M.M. Hayes Company, Inc.
16 Sage Estate
Albany, New York 12204

Net Invoice:	96,056.65
Sales Tax:	0.00
Total:	96,056.65

Phone: (518) 459-5545
visit us online at www.mmhayes.com

Albany County Request for Contract Approval

Contract #	2025-2753
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1680 - Information Services
Date Submitted	Tuesday, February 4, 2025
Contact Person	Alderson, Patrick
Contact Phone	+1 5184473033
Vendor Info	ComSource, Inc. 3 Lear Jet Lane, Latham, NY 12110
Estimated Amount	\$32,560.00
Estimated Term	2/4/2025 to 2/4/2026
Scope of Services	ComSource will deliver industry leading professional services for your Albany County - 911 - DPWPalo Alto PS project. Below is a high-level overview of the tasks that ComSource has included in their scope of work. Additional detail for each of these tasks can be found under the "ComSource Scope" section of this document. 1. Configuration and deployment of Palo Alto Firewalls at 911/DPW 2. Reconfiguration of existing switching environment to accommodate firewall traffic flow
Budget Line Item	CAPIT - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

February 5, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into a contract with ComSource, Inc. for Professional Services for the installation of the Palo Alto Firewalls at DPW/911 and reconfiguration of existing switching environment to accommodate firewall traffic flow. These Professional Services are listed on Pro Services – TechData GSA Contract 47QTCA21D00BD.

Thank you for your consideration.

Sincerely,

Patrick Alderson/spg
Patrick Alderson

Attachments



ComSource

Albany County - 911 - DPW Palo Alto PS

Quote # 018160

Version 2

Prepared for:

Albany County

Prepared by:

Chris Montgomery

ComSource, Inc.

500 Plum St Suite 400 Syracuse, NY 13204

www.comsourceny.com

Monday, February 03, 2025

Albany County
David Berkun
112 State Street, Room 1000
Albany , NY 12207
David.Berkun@albanycountyny.gov

Dear David,

Your partners at ComSource are pleased to offer you and Albany County the following quote. Please let us know if you have any questions or need for additional information.

In addition, ComSource Financial Services is also available to offer competitive lease rates for the equipment herein if you so desire.

Thank you David. We appreciate and thank you for your business.

Chris Montgomery
Account Executive
ComSource, Inc.

Pro Services - TechData GSA - 47QTCA21D00BD

Part Number	Product Description	List Price	Price	Qty	Ext. Price
PS-SNY-ADV	Implementation of Palo Altos as per SOW	\$40,700.00	\$32,560.00	1	\$32,560.00
Subtotal:					\$32,560.00

Statement of Work - Overview

Introduction

This Statement of Work outlines the agreed upon services to be performed by ComSource, Inc. ("Seller") for Albany County ("Customer").

Covered in this document are project and technical assumptions, the responsibilities of Albany County, scope of services provided by ComSource and defined criteria for successful project completion.

Project Overview

ComSource appreciates the opportunity to deliver industry leading professional services for your Albany County - 911 - DPW Palo Alto PS project. Below is a high-level overview of the tasks that ComSource has included in their scope of work. Additional detail for each of these tasks can be found under the "ComSource Scope" section of this document.

1. Configuration and deployment of Palo Alto Firewalls at 911/DPW
2. Reconfiguration of existing switching environment to accommodate firewall traffic flow

Locations

ComSource will complete implementation services at the following location(s) :

Site Name	Site Address
Albany County	Albany , NY

Statement of Work - Assumptions

Project Assumptions - Fixed Fee

The following items are agreed upon expectation between ComSource, Inc and Albany County on the logistics of the project.

1. This scope of work has been priced as "Fixed Fee Pricing".
2. All professional services will be completed during normal business hours (8AM - 5PM Monday thru Friday), excluding national holidays, unless otherwise noted in this statement of work. Any work that has been scoped for off-hours will be completed during a time mutually agreed upon by ComSource and the Customer.
3. Configuration changes that will impact production systems will be communicated with the customer and scheduled appropriately.
4. ComSource can not be held responsible for the availability of products. ComSource, Inc will attempt to escalate shipment of products but items on back-order or discontinued may delay the project.
5. Any packages opened by the Customer increase the risk of not being returnable. It is recommended the Customer allow ComSource to open and inventory all equipment and software. If a RMA is required after the Customer opens a package an additional cost may be incurred.
6. Any professional services requested of ComSource which are not covered in this statement of work may require a change order. The details of that process can be found in the "Change Control" section of this statement of work.

Customer Responsibilities

ComSource believes that a clear understanding of responsibilities is critical to the success of the project. As such, the following high level tasks are understood to be the responsibility of Albany County. There may be additional customer responsibilities listed under each of the technology scopes further below in the SOW.

1. Participate in design sessions with ComSource and assist with gathering required system information in a timely manner.
2. Provide a workspace for ComSource engineers to perform work while on-site. This workspace will require physical space to configure the equipment being installed, access to 110v/120v power, network connectivity, and access to the internet.
3. Provide VPN connectivity (preferred) or a Remote Desktop session to ComSource to allow remote work.
4. Provide credentials and authorization to access existing equipment that is needed to successfully complete the project.
5. Provide a technical resource for any systems not included in the ComSource scope of work but required to complete the project. This can be a customer resource or a third party that is contracted by the Customer.
6. Provide resources and/or criteria for test plans. ComSource recommends that test plans be executed during major changes in the environment.
7. Provide ComSource access to existing maintenance contracts for equipment being configured as part of the project.
8. Schedule all internal resources or third party contractors required to complete Customer responsibilities. This excludes any third party contractors which are provided by ComSource and documented in our scope of work.
9. Required rack space, power, and cooling for all equipment being installed as part of this project.
10. Physical removal and disposal of existing equipment, unless documented in the ComSource scope of work.
11. Provide copper and fiber patch cords required for the completion of the project and not included in the ComSource bill of material.
12. Installation and modification of all structural wiring, equipment racks, and cable management not specified in the ComSource scope of work.
13. Notify ComSource of any project-impacting schedule change at least seventy-two (72) hours prior to the originally scheduled task date.
14. Complete the project complete form after the verification of all success criteria

Statement of Work - Technologies

Technology - Switching - Cisco

A. Technical Assumptions

1. The customer has active maintenance on all Cisco Switches covered under this scope
2. The customer has completed the installation of the Cisco 9500 switches at 911/DPW
3. The customer has completed the installation of the Cisco 9300 switches at 911/DPW
4. It is recommended to create a new VTP domain for 911/DPW as part of the above active projects. This will reduce the complexity of the new environment by only showing relevant network segments
5. Updates to the existing software versions on the switches is not included in this scope. If software bugs are found that require a software update, the customer will complete the update or issue a change order
6. The customer's existing network design has the majority of SVIs located on the Core switch located at 112 State St, with L2 VLANs extending to the remote sites. Dynamic routing is not in place
7. The VLANs identified in the project will have their SVIs moved from the Core switch(es) at 112 State St to the new Palo Alto hardware
8. Dynamic routing and associated SVI will need to be configured on the Core Switch at 112 State St and 911/DPW
9. Dynamic routing is only being configured for route sharing between 911/DPW. All other sites will remain as they are currently configured

B. Customer Responsibility

1. Provide all required optics and associated cabling
2. Provide and configure a switch for the new internet handoff at 911/DPW

C. ComSource Scope of Work

1. Design
 - i. Participate in (1) design session with the customer to review the environment and implementation
2. Implementation
 - i. Assessment and documentation of the existing switching environment relevant to the project
 - ii. Review of documentation with customer prior to start of configuration
 - iii. Configuration of the existing 9500 Core switch at 112 State St, including:
 - a. Configuration of new VLAN to be used for routing between to 911/DPW
 - b. Configuration of a dynamic routing protocol (OSPF, EIGRP, or BGP)
 - c. Configuration of route redistribution and/or changes to static routes, as needed
 - d. Shut down existing SVIs for the VLANs moving to the Palo Alto hardware at 911/DPW
 - iv. Configuration of the existing 9500 Core switch at 911/DPW, including:
 - a. Configuration of new VLAN to be used for routing between to 911/DPW
 - b. Configuration of new VLAN to be used for routing between to the new Palo NGFWs
 - c. Configuration of a dynamic routing protocol (OSPF, EIGRP, or BGP)
 - d. Configuration of route redistribution and/or changes to static routes, as needed
 - e. Configuration of trunk and access ports for connections to the Palo NGFW
3. Training
 - i. Up to (2) hours of administrator training on switch management
4. Support
 - i. Support will be provided for up to (2) business days following each cut-over or until action register tasks are completed
5. Success Criteria
 - i. Dynamic routing is configured, and the appropriate neighbor relationships are formed
 - ii. Switch ports have been configured as documented in the workbook
 - iii. Completed administrator training
6. Deliverables
 - i. Completed configuration workbook

 Statement of Work - Technologies**Technology - Firewall - Palo Alto****A. Technical Assumptions**

1. The customer has already purchased the Palo Alto hardware with the associated maintenance and security subscriptions
2. The customer has an existing Palo Alto Panorama deployment with enough free licenses to support this deployment
3. The Palo Alto Panorama instance will need to be patched to support the expected software version of the new Palo Alto hardware
4. The firewall is not replacing an existing firewall and new policy will need to be created
5. The internet hand-offs will be delivered via 1000Base-T or the customer will provide the required optics
6. BGP peering with the ISP(s) is not required
7. There are no third party VPN tunnels required
8. Software / Firmware will be installed at manufacturer recommended versions, unless a different version is agreed upon between ComSource and the Customer during the design phase. ComSource will not complete software upgrades during a project unless it is required to fix a known bug or requested by the manufacturer. If the customer requests a software upgrade outside of these parameters then it will require a change order

B. Customer Responsibility

1. Provide all required optics and associated cabling
2. Provide the static IP information for each ISP if a static IP address is needed
3. Provide an electronic copy of the desired zone policies based on expected data flows and observed traffic (after the Phase 1 cut-over)
4. Provide a list of critical functionality that can be incorporated into the test plan to validate a successful cut-over
5. Configuration of domain controllers for UserID integration (documentation will be reviewed during design session)

C. ComSource Scope of Work

1. Design
 - i. Participate in (1) design session with the customer to review the environment and implementation
2. Implementation
 - i. Completion of the security configuration workbook
 - ii. Deployment of (2) Palo Alto firewall(s), including:
 - a. Installation of firewall hardware using manufacturer hardware
 - b. Installation of required network and power cables
 - c. Configuration of network parameters for management access
 - d. Associate hardware with the Palo Alto support portal and licenses
 - e. Update software to the latest recommended version
 - f. Register with Panorama
 - iii. Configuration of high availability between the firewalls (active/standby)
 - iv. Update of (1) Panorama appliance, including:
 - a. Update software to the latest recommended version which supports the new hardware
 - b. Configuration of a new device template and device group
 - v. Configuration of firewalls based upon best practices and the security configuration workbook
 - a. Up to (5) security zones
 1. County, Internet, DMZ, Sheriff, 911
 - b. Up to (10) interfaces / subinterfaces
 - c. Up to (50) policy rules
 - d. Up to (10) NAT/PAT rules
 - e. Configuration of dynamic routing with the County network
 - vi. Configuration of security subscriptions, including:
 - a. Configuration of up to (4) security subscriptions
 1. Threat Prevention, DNS, Wildfire, URL
 - b. Configuration of up to (2) security profiles per subscription
 - vii. Integration with the following Identity Sources for UserID visibility:
 1. Active Directory
 - viii. Configuration of Remote Access VPN

- a. Integration with Cisco DUO for user authentication
 - b. Up to (1) GlobalProtect portal and associated gateway
- ix. Up to (3) phased cut-overs to the new Palo Alto firewall
 - a. Phase 1 - Move SVIs to the firewall, permit policies on the zones, dynamic routing
 - b. Phase 2 - Implementation of policy on zones based on documentation and observed traffic
 - c. Phase 3 - Configuration of internet circuit
- 3. Training
 - i. Up to (4) hours of administrator training on firewall management
- 4. Support
 - i. Support will be provided for up to (3) business days following each cut-over or until action register tasks are completed
- 5. Success Criteria
 - 1. Palo Altos are passing traffic between the documented zones
 - 2. Remote access users can connect and receive the correct network access
 - 3. Successfully completed test plan
 - 4. Completed administrator training
- 6. Deliverables
 - i. Completed configuration workbook

Statement of Work - Project Management & Billing

Project Management

Project Management is provided by ComSource as part of this engagement to ensure the project's milestones are staying on schedule and meeting the expectations defined in this statement of work. The ComSource project manager is responsible for the following tasks:

1. Fulfill the role as the primary point of contact for ComSource during the project
2. Review this statement of work with the project stake holders at the onset of the project
3. Develop a project plan which includes activities, critical milestones, and assigned responsibilities
4. Track project status and provide updates to stakeholders
5. Document and monitor issues identified during the project
6. Ensure project success criteria is met and deliverables are completed prior to project closeout

Change Control

A change control process will be utilized to evaluate any additional work, changes or exceptions that are not otherwise detailed in this Statement of Work. Examples, but not limited to, of exceptions, are :

1. Incomplete customer responsibilities/prerequisite tasks
2. Delays in implementation that are outside of the control of the ComSource project team and are not reported 72 hours in advance as outlined in this Statement of Work

The details of this change control process are as follows:

1. A change to the Statement of Work may be requested at any time by either party
2. A Project Change Request (PCR) will be the method for communicating any requested/required changes
3. The PCR will describe the scope of the change, associated costs, and the rationale behind it. Both parties will need to review all change requests to evaluate the change's impact on the project schedule, project risk, project quality, project resources, and project cost/credit
4. A signed PCR will be considered an addendum to this Statement of Work and is required for any changes and for the issuance of a Purchase Order or Credit Memo

Milestone Billing

ComSource will invoice based on the following schedule:

1. Bi-weekly based on a measurable percentage of work completed
2. Remaining balance at the completion of the project

Albany County - 911 - DPW Palo Alto PS



Prepared by:

ComSource, Inc.Chris Montgomery
518-527-1815
cmontgomery@comsourceny.com

Prepared for:

Albany County112 State Street, Room 1000
Albany, NY 12207
David Berkun
(518) 447-7142
David.Berkun@albanycountyny.gov

Quote Information:

Quote #: 018160Version: 2
Quote Date: 02/03/2025
Expiration Date: 03/03/2025

Quote Summary

Description	Amount
Pro Services - TechData GSA - 47QTCA21D00BD	\$32,560.00
Total:	\$32,560.00

ComSource can offer a wide range of Financial, Professional, and Managed Services for your organization.

Pricing does not include taxes, freight or installation, if applicable, unless otherwise stated. Payment Terms – Net 30. Pricing is valid for 30 days, unless otherwise stated. Invoice payments are accepted via Check, ACH, or Wire Transfer. We do not accept credit card payments. We reserve the right to withdraw or modify this proposal at any time due to tariff or manufacturer related price increases. Sales tax rates are subject to change. Purchases will be taxed at the rate effective at the time of billing. We reserve the right to cancel orders arising from pricing or other errors.

ComSource, Inc.

Albany County

Signature: _____

Name: Chris MontgomeryTitle: Account ExecutiveDate: 02/03/2025

Signature: _____

Name: _____

Date: _____

Albany County Request for Contract Approval

Contract #	2025-2730
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1230 - County Executive
Date Submitted	Thursday, January 23, 2025
Contact Person	Thomas, Stefanie
Contact Phone	+1 5184475567
Vendor Info	Trinity Alliance of the Capital Region 15 Trinity Place, Albany, NY 12202
Estimated Amount	\$75,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Law Enforcement Assisted Diversion (LEAD) is an alternative to the traditional criminal legal system. It provides harm reduction-based case management support for people who otherwise may be arrested for behaviors related to mental health, substance use, homelessness or poverty. For eight years in the City of Albany, and more recently in Cohoes and Watervliet as well, LEAD has won praise for its effectiveness from police, business leaders, community residents and - most importantly - from clients who say that their lives are dramatically improved thanks to the dedicated work of LEAD case managers. Helping such individuals address their needs directly benefits the community by addressing quality-of-life concerns and allowing police to concentrate their efforts on serious crime.
Budget Line Item	AA8020 - 44976 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

February 5, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Honorable Bruce Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, New York 12207

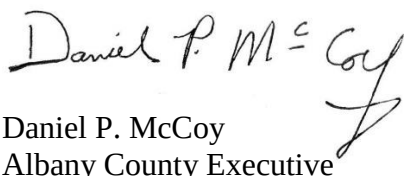
Chairwoman Cunningham and County Clerk Hidley,

I respectfully request authorization to enter into an agreement to provide funding to Trinity Alliance of the Capital Region for the Albany Law Enforcement Assisted Diversion (LEAD) Program.

LEAD is an alternative to the traditional criminal legal system. It provides harm reduction-based case management support for people who otherwise may be arrested for behaviors related to mental health, substance use, homelessness or poverty. For eight years in the City of Albany, and more recently in Cohoes and Watervliet as well, LEAD has won praise for its effectiveness from police, business leaders, community residents and—most importantly—from clients who say that their lives are dramatically improved thanks to dedicated work of LEAD case managers. Helping such individuals address their needs directly benefits the community by addressing quality of life concerns and allowing police to concentrate their efforts on serious crime.

This funding will be in the amount of \$75,000 and will be used for project management functions in Albany, Cohoes and Watervliet. If you have any question, please do not hesitate to contact my office.

Sincerely,


Daniel P. McCoy
Albany County Executive

Albany County LEAD funding detail 2025

Albany, Cohoes, and Watervliet LEAD expenditures in 2025 will be supported primarily by funds remaining from the 2023 New York State Assembly grant, the 2022 federal grant, and a 2024 Albany County Opioid Settlement Funds grant. All current funding for LEAD is temporary in nature. Absent newly available resources, drawing down most existing grant funds during 2025 would necessarily lead to a sharp contraction in LEAD services starting early in 2026 if not before. Loss of LEAD services would likely result in diminished quality of life for vulnerable individuals; increased low-level offense caseloads for police, prosecutors and courts; and reversal of progress for local communities struggling with homelessness and related issues. Support from Albany County extends the amount of time we expect to be able to provide services and oversee our LEAD initiatives without such interruption.

In addition to support from Albany County, project management is actively requesting and applying for support from the City of Albany, New York State, and the federal government, to identify sustainable funding sources for LEAD. We are also looking into the possibility of accepting Medicaid reimbursement for some services we provide, which would support case management operations. Financial support for project management is more difficult to find among traditional funding sources.

Funding from Albany County will support our project management functions in Albany, Cohoes, and Watervliet. This allocation will support salary and fringe expenses that allows us to identify and apply for funding opportunities, oversee program operations to ensure we are meeting funders' expectations and deliverables, develop data reports to track indicators of success, and guide implementation of new projects such as our street-based clinical initiative and expansion in Cohoes and Watervliet.

Albany LEAD's project management goals for the coming year include, among others: working with multiple homeless services providers to more effectively coordinate outreach to street-homeless individuals in the City of Albany, improving use of data on LEAD client outcomes to analyze potential improvements in client services and shape policy decisions, and building further on the new street-based clinical initiative that began serving LEAD clients in 2024.

Albany County Request for Contract Approval

Contract #	2025-2709
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A1230 - County ExecutiveA1340 - Management & Budget
Date Submitted	Monday, January 13, 2025
Contact Person	Pauly, Katelyn
Contact Phone	+1 5184477029
Vendor Info	Catholic Charities 120 Broad Street Schuylerville, New York 12871 , City, State Zip Code
Estimated Amount	\$42,266.53
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	This is an Albany County Grant for \$120,000. funding is for case management and community engagement services to carry out the functions of the Law Enforcement Assisted Diversion (LEAD) program, to be shared between Trinity Alliance \$77,733.47 and Catholic Charities. \$42,266.53. This contract represents funds committed to the LEAD project management function by Albany County in the County's 2024 Budget. The contract, and any remaining balances are transferrable to another entity, if the LEAD Policy Coordinating Group opts to terminate its relationship with the Public Defender Association, and select another Project Management host agency pursuant to RFP 2023-042.
Budget Line Item	AA4310 - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Attachment B



KATHY SHEEHAN
MAYOR



CITY OF ALBANY
DEPARTMENT OF POLICE
165 HENRY JOHNSON BOULEVARD
ALBANY, NEW YORK 12210
TELEPHONE (518) 462-8012



MICHAEL BASILE
ACTING CHIEF OF POLICE

Statement of Sole Source Justification

I, Melissa Gipson, Lieutenant of the Albany Police Department, attest that Catholic Charities Care Coordination Services, 100 Slingerlands Albany, NY 12202 – 518-449-3581 is the sole source vendor for case management and outreach services specific to the City of Albany Law Enforcement Assisted Diversion (LEAD) program.

This department believes that Catholic Charities Care Coordination Services is the only company which can supply this specific LEAD case management for two primary reasons. First, the LEAD program model relies fundamentally on having a single source of referral for individuals diverted from arrest. This is a key feature that eliminates the need for officers to “triage” or otherwise determine which of multiple providers to call and establishes a single point of entry into services. Technical assistance received in developing and implementing the model from the Katal Center for Health, Equity, and Justice, the LEAD National Support Bureau, and other experts have repeatedly confirmed that a single point of access is a core feature of the LEAD program. Given the fact that Catholic Charities Care Coordination Services is already the sole provider of these services through LEAD, it is not operationally possible to add another provider should a bid be accepted. Second, the type of case management required for LEAD operations is unique in that specific expertise and capacity to perform harm reduction case management, street outreach, syringe exchange, overdose prevention, low threshold access to buprenorphine, and other services that address the complex needs of people using drugs, homeless persons, and people challenged by mental illness. This set of services held under the same organization is central to LEAD’s operations and demonstration of outcomes. Additionally, the Albany LEAD is a mature program with a sole provider of case management services that was hired outside of the city’s purchasing process. Consequently, utilizing another vendor for these services would be a detriment to the city and the citizens it serves; especially, the clients that access these services, which includes individuals who have little or no support systems, are chronically homeless, and/or have complex behavioral health and medical needs that makes it difficult for them to access and successfully engage in traditional programs, please accept this justification of sole source provision.

I certify the above is true and accurate and as such I request that Catholic Charities Care Coordination Services be approved and designated as the sole source for the above named equipment/service and waive competitive bid.

Date

8/30/2018

Signed:

(Department Head Signature)

LEUTENANT
(Title)

RESOLUTION NO. 784

**AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE
CAPITAL REGION REGARDING THE ALBANY LAW ENFORCEMENT
ASSISTED DIVERSION PROGRAM**

Introduced: 12/2/24

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region regarding project management services for the Albany Law Enforcement Assisted Diversion (Albany LEAD) Program in an amount not to exceed \$120,000 for a term commencing January 1, 2024 and ending December 31, 2025, and

WHEREAS, The County Executive has indicated that Trinity Alliance of the Capital Region will serve as the host agency for the Albany LEAD Program project managers residing within the City of Albany and other County locations while also providing additional administrative, financial, and other project management services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Albany, NY 12202 regarding project management services for the Albany LEAD Program in an amount not to exceed \$120,000 for a term commencing January 1, 2024 and ending December 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/02/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 2nd day of December, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 5th day of December, 2024.

A handwritten signature in cursive script, reading "Nicole Chambers", written over a horizontal line.

Clerk, Albany County Legislature

Albany County Request for Contract Approval

Contract #	2025-2756
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1340 - Management & Budget
Date Submitted	Tuesday, February 4, 2025
Contact Person	Pauly, Katelyn
Contact Phone	+1 5184477029
Vendor Info	Trinity Alliance of the Capital Region 15 Triniyt Place, Albany, NY 12202
Estimated Amount	\$77,733.47
Estimated Term	11/1/2024 to 12/31/2051
Scope of Services	This is an Albany County Grant for \$120,000. funding is for case management and community engagment services to carry out the functions of the Law Enforcement Assisted Diversion (LEAD) program, to be shared between Trinity Alliance \$77,733.47 and Catholic Charities. \$42,266.53. This contract represents funds committed to the LEAD project management function by Albany County in the County's 2024 Budget. The contract, and any remaining balances are transferrable to another entity, if the LEAD Policy Coordinating Group opts to terminate its relationship with the Public Defender Association, and select another Project Management host agency pursuant to RFP 2023-042.
Budget Line Item	AA4310 - 44092 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

RESOLUTION NO. 784

**AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE
CAPITAL REGION REGARDING THE ALBANY LAW ENFORCEMENT
ASSISTED DIVERSION PROGRAM**

Introduced: 12/2/24

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region regarding project management services for the Albany Law Enforcement Assisted Diversion (Albany LEAD) Program in an amount not to exceed \$120,000 for a term commencing January 1, 2024 and ending December 31, 2025, and

WHEREAS, The County Executive has indicated that Trinity Alliance of the Capital Region will serve as the host agency for the Albany LEAD Program project managers residing within the City of Albany and other County locations while also providing additional administrative, financial, and other project management services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Albany, NY 12202 regarding project management services for the Albany LEAD Program in an amount not to exceed \$120,000 for a term commencing January 1, 2024 and ending December 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/02/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 2nd day of December, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 5th day of December, 2024.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature