



Law & Finance Committee

Wednesday, March 13, 2024 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Matthew Veitch

Members: Diana Edwards, Joe Grasso, John Lant, Scott Ostrander VC, Kevin Tollisen, Kevin Veitch

Agenda

Welcome and Attendance

Approval of the minutes from February 14, 2024

HEALTH & HUMAN SERVICES

- Proclaiming April 2024 as “Donate Life Month” in Saratoga County.
(Craig Hayner, County Clerk)
BUDGET IMPACT: No Budget Impact.
- Authorizing an agreement with Blue Raster LLC for technical and training support of the ESRI ARC GIS Enterprise System software.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Proclaiming April 2024 as “Youth Month” in Saratoga County.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact.
- Authorizing 2024 subcontracts with the Department of Aging and Youth Services.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

PUBLIC WORKS

- Authorizing an agreement for the acquisition of a fee parcel and a temporary construction easement associated with the Coons Crossing Road over Anthony Kill Bridge Replacement Project in the Town of Halfmoon.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$15,510.

BUILDINGS & GROUNDS

- Authorizing an amended agreement with Granicus LLC for the provision of agenda management software.
(Therese Connolly, Clerk of the Board)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

AIRPORT IMPROVEMENT

- Authorizing an agreement with McFarland Johnson, Inc. for professional services related to the acquisition of property located with Saratoga County airport's runway protection zone, and amending the 2024 budget in relation thereto.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$3,027.

PUBLIC SAFETY

- Authorizing the acceptance of a County Pretrial Services Grant from the New York State Division of Criminal Justice Services.
(Susan Costanzo, Probation Director)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended agreement with Dr. Jacqueline Bashkoff, PHD. for the provision of expert psychological services.
(Andrew Blumenberg, Public Defender)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Proclaiming April 14th - 20th, 2024 as "Public Safety Telecommunicators Week" in Saratoga County.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: No Budget Impact.
- Authorizing an amended agreement with PrimeCare Medical of New York to include additional nursing coverage at the Saratoga County Correctional Facility.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Authorizing acceptance of a Criminal Justice Discovery Reform Grant from the New York State Division of Criminal Justice Services.
(Karen Heggen, District Attorney)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with Hugh G. Burke, Esq. for the provision of legal services pertaining to Freedom of Information Law requests for the District Attorney's Office.
(Karen Heggen, District Attorney)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing a three-year service agreement with Motorola Solutions, Inc.
(Andre Delvaux, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

ECONOMIC DEVELOPMENT

- Authorizing the transfer of funds from the Economic Development Grant Reserve Fund and amending the 2024 County Budget in relation thereto.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: The budget will be amended to increase appropriations and reduce the Economic Development Grant Reserve Fund by \$17,111.41.
- Authorizing a Multi-Jurisdictional CEO agreement for the Saratoga Warren & Washington local workforce development area.
(Jenniffer McCloskey, Director of Workforce Development)
BUDGET IMPACT: No Budget Impact.

TRAILS & OPEN SPACE

- Authorizing the transfer of funds from the County Trails Development Reserve Fund and amending the 2024 County Budget in relation thereto.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: The budget will be amended to increase appropriations and reduce the Trails Reserve Fund by \$20,000.

LAW & FINANCE

- Amending Resolution 318-2023 authorizing 2024 agreements with various agencies.
(Steve Bulger, County Administrator)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorization to disburse a portion of the Aid to Prosecution Grant to qualified Assistant District Attorneys in the form of a recruitment/retention incentive.
(Karen Heggen, District Attorney)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Authorizing an amended agreement with Environmental Design Partnership LLP of Clifton Park for the Ace Pump Station upgrade in the Town of Wilton.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing the acceptance of an Absentee Ballot Pre-Paid Postage grant from the New York State Board of Elections and amending the 2024 county budget in relation thereto.
(Cassandra Bagramian, Joe Suhrada, Commissioner of Elections)
BUDGET IMPACT: The budget will be amended to accept these funds and authorize the related expenses.
- Authorizing the acceptance of a Technology Innovation & Election Resource grant from the New York State Board of Elections and amending the 2024 county budget in relation thereto.
(Cassandra Bagramian, Joe Suhrada, Commissioner of Elections)
BUDGET IMPACT: The budget will be amended to accept these funds and increase fund balance in the amount of \$387,414.89.
- Authorizing an agreement with Phoenix Graphics Inc. for the provision of ballot preparation and mailing services for the 2024 General Election.
(Cassandra Bagramian, Joe Suhrada, Commissioner of Elections)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

OTHER BUSINESS

- **Setting agenda for Board Meeting Scheduled For March 19, 2024**

ADJOURN



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: County Administrator

DATE: 3/5/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

AMENDING RESOLUTION 318-2023 AUTHORIZING 2024
AGREEMENTS WITH VARIOUS AGENCIES

3. Specific Details on what the resolution will authorize:

Cornell Cooperative Extension was allotted \$1,475,496 per Res 318-2023. Due to an accounting error, this number should have been \$1,529,044. We are increasing their funding by \$53,548.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted Yes

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted a.90.900-8724
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: District Attorney

DATE: 3/7/24

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorization to disburse a portion of the Aid to Prosecution grant to qualified Assistant District Attorneys in the form of a recruitment/retention incentive.

3. Specific Details on what the resolution will authorize:

Resolution authorizing the disbursement of a portion of the Aid to Prosecution grant from the Division of Criminal Justice Services to qualified Assistant District Attorneys in the form of a recruitment/retention incentive.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted **Yes**

- Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted
- b. Budget year impacted **2024**
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
No

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Stipend spreadsheet

10. Remarks:

Effective the first payday on or after April 30, 2024, any qualified Assistant District Attorney still employed by the District Attorney's Office will be paid 50% of the designated retention incentive amount and the balance of the retention incentive amount will be distributed in equal payments over the next six pay periods (approximately three months), subject to applicable taxes. If any of those positions are vacated after payments begin, any new hire may be eligible for a recruitment incentive if funds are available.

**AUTHORIZATION TO DISBURSE A PORTION OF THE AID TO PROSECUTION
GRANT TO QUALIFIED ASSISTANT DISTRICT ATTORNEYS IN THE FORM OF A
RECRUITMENT/RETENTION INCENTIVE**

WHEREAS, the State Division of Criminal Justice Services (DCJS) has awarded the County a \$604,692 grant for the Saratoga County District Attorney Aid to Prosecution Program; and

WHEREAS, the Board of Supervisors accepted this grant in Resolution 55-2024 at the February 2024 meeting of the Board of Supervisors; and

WHEREAS, the Saratoga County District Attorney recommends that the Board of Supervisors authorize disbursement of a portion of the Aid to Prosecution grant, in an amount not to exceed \$230,432, to qualified Assistant District Attorneys in the form of a recruitment/retention incentive in the following manner: Effective the first payday on or after April 30, 2024, any qualified Assistant District Attorney will be paid 50% of their designated retention incentive amount and the balance of the retention incentive amount will be distributed in equal payments over the next six pay periods (approximately three months), subject to applicable taxes. If any of those positions are vacated after payments begin, any new hire may be eligible for a recruitment incentive if funds are available; and

WHEREAS, the authorization of these payments requires this Board's approval; now, therefore, be it

RESOLVED, that the Board of Supervisors hereby approve and authorize recruitment/retention incentive payments to qualified Assistant District Attorneys as outlined above.

	Anniversary Date	Title	Proposed Stipend	Fringe
1	22-Oct-04	1st Assistant	\$13,635	\$ 4,090.50
2	2-Jan-02	Bureau Chief	\$13,635	\$ 4,090.50
3	5-Jan-04	Bureau Chief	\$13,635	\$ 4,090.50
4	10-Jan-11	Bureau Chief	\$13,635	\$ 4,090.50
5	7-Mar-16	ADA	\$9,090	\$ 2,727.00
6	26-Jan-18	ADA	\$9,090	\$ 2,727.00
7	9-Mar-18	ADA	\$9,090	\$ 2,727.00
8	15-Mar-19	ADA	\$9,090	\$ 2,727.00
9	28-Jun-19	ADA	\$9,090	\$ 2,727.00
10	31-Jan-20	ADA	\$9,090	\$ 2,727.00
11	21-Feb-20	ADA	\$9,090	\$ 2,727.00
12	20-Aug-21	ADA	\$4,545	\$ 1,363.50
13	16-Apr-21	ADA	\$4,545	\$ 1,363.50
14	4-Mar-22	ADA	\$4,545	\$ 1,363.50
15	1-Apr-22	ADA	\$4,545	\$ 1,363.50
16	29-Apr-22	ADA	\$4,545	\$ 1,363.50
17	2-Sep-22	ADA	\$4,545	\$ 1,363.50
18	30-Sep-22	ADA	\$4,545	\$ 1,363.50
19	20-Jan-23	ADA	\$4,545	\$ 1,363.50
20	13-Nov-23	ADA	\$4,545	\$ 1,363.50
21	1-Mar-24	ADA	\$4,545	\$ 1,363.50
22			\$4,545	\$ 1,363.50
23			\$4,545	\$ 1,363.50
24			\$4,545	\$ 1,363.50
			\$177,255	\$ 53,176.50
				\$230,432



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Sewer District #1

DATE: 3/7/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorizing the Chairman to enter into an amended agreement with Environmental Design Partnership LLP of Clifton Park for work associated with increased construction inspection services for the Ace Pump Station Upgrade in the town of Wilton

3. Specific Details on what the resolution will authorize:

The original contract for inspection and construction administration was \$42,000. Due to unforeseen site conditions and utility locations the contract length has extended and lead to the current allotted hours for inspection being used up. The engineer estimated approximately 360 hours being required to complete the project. The total cost of the amendment \$46,511.25 bringing the total contract amount to \$88,511.25.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted **Yes**

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **ES.81.812-7098**
- b. Budget year impacted **2024**
- c. Details

We will need to transfer funds from ES.81.813-7098 to ES.81.821-7098 for these added costs. Initial cost proposals for the 2024 budgeted projects under ES.813-7098 are coming in much lower for 2024. A budget transfer request will be forthcoming.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other _____

10. Remarks:



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**

Shaping the physical environment

900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 edpllp.com

February 22, 2024

Daniel Rourke, Executive Director

Saratoga County Sewer District
PO Box 550
Mechanicville, NY 12118

Regarding: Change Order # 1 - Construction Phase Services
Ace Pump Station

Dear Mr. Rourke:

The original construction inspection and construction administration contract for the Ace Pump Station construction assumed an initial estimate of 400 hours combined construction inspection and administration time. As you are aware, the original budget of \$42,000, based on 400 hours of combined time, has been exceeded by \$6,911.25. Based on current construction progress we estimate an additional 360 hours or \$39,600 required for completion of the project.

EDP requests a **Change Order (CO#1) in the amount of \$46,511.25** (\$39,600 + \$6,911.25) to provide construction inspection and administration services through the estimated completion of the project.

Very truly yours,

Travis J. Mitchell, P.E.
Managing Partner

Attachments: 2024 Hourly Charge Out / Fee Schedule



**THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
HOURLY CHARGE-OUT RATES
AS OF
JANUARY 1, 2024**

Partner, P.E., L.A., P.L.S.	\$195 to \$240 per hour
P.E., L.A., P.L.S., PWS/CWB	\$120 to \$175 per hour
Project Engineer	\$95 to
Project Landscape Architect	\$120 per hour
Project Surveyor	
Technician	\$80 to
Assistant Design Professional	\$150 per hour
Environmental Resource Specialist	\$95 per hour
Survey Crew	\$200 to \$300 per hour
Survey Assistant.....	\$85 to \$105 per hour
Construction Inspection Services	\$95 to \$115 per hour
Secretarial/Bookkeeper	\$75 to \$85 per hour
Direct Costs:	
Aerial Photography Fee (drone)	\$400 per flight
Aerial Survey Photogrammetry Fee (drone)	(\$500 min)
First 10-100 acres	\$50 per acre
Next 1-100 acres	\$25 per acre
Additional acreage	\$12.50 per acre
LIDAR	x 1.5
Mileage	\$0.69 per mile
Large format print charges – Black and White	\$0.50 per sq ft
Color	\$1.50 per sq ft



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 197 - 2023

Introduced by Law and Finance: Supervisors Schopf, Barrett, Edwards, Lant, Tollisen and M. Veitch

AMENDED

AUTHORIZING AN AGREEMENT WITH ENVIRONMENTAL DESIGN PARTNERSHIP, LLP FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES IN SUPPORT OF THE ACE PUMP STATION UPGRADES

WHEREAS, pursuant to Resolutions 100-2022, 130-2022 and 140-2023 the Saratoga County Sewer District No. 1 is authorized to upgrade the Ace Pump Station located in the Town of Wilton to ensure enough capacity exists to accept new flows from the Towns of Wilton and Moreau; and

WHEREAS, the Saratoga County Sewer District No. 1 received a proposal from Environmental Design Partnership, LLP in the amount of \$42,000 for work related to construction administration and 400 hours of construction inspection services for the upgrades to the Ace Pump Station; and

WHEREAS, our Law and Finance Committee, the Saratoga County Sewer District No. 1 Sewer Commission and the Executive Director of the Sewer District have recommended that an agreement with Environmental Design Partnership, LLP be authorized in the amount of \$42,000 for construction administration and inspection services; now, therefore, it is

AN ADDITIONAL \$60
RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with Environmental Design Partnership, LLP of Clifton Park, New York to provide construction administration and 400 hours of construction inspection services for the upgrades to the Ace Pump Station in the Town of Wilton at a cost not to exceed \$42,000; and it is further

AMENDED *\$88,511.25*
RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and, it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the Department Budget.

WHEREAS, UNFORESEEN CONDITIONS HAS LEAD TO PURCHASED CONTRACT TIMES AND THEREBY FOR 360 HOURS OF ADDITIONAL INSPECTION FOR AN ADDITIONAL COST NOT TO EXCEED \$46,511



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Board of Elections

DATE: March 7 2024

COMMITTEE: Law & Finance



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing the acceptance of a Absentee Ballot Prepaid Postage Grant from the NYS Board of Elections.

3. Specific Details on what the resolution will authorize:

Grants funds will total \$56,377.69
This grant program will reimburse the County BOE for local dollars spent to provide prepaid return envelopes for absentee ballots, applications, and other related costs.

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.22-3086	State/Legislative Grants	\$42,124.90

Expense

Account Number	Account Name	Amount
A.22.000-8190	Other Prof. Services	\$42,124.90

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted SEE ABOVE
- b. Budget year impacted 2024
- c. Details

\$14,252.79 was already included in the 2024 budget for this grant.
 Therefore, the balance of \$42,124.90 is the only amount to be added to account for the full grant amount. An internal budget transfer will be done to move budget from A.22.000-8430 (Printing) to A.22.000-8190 (Other Prof Services)

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

NYS BOE

c. Amount of grant:

\$56,377.69

d. Purpose grant will be used for:

Operations and expenses related to absentee ballots

e. Equipment and/or services being purchased with the grant:

BALLOT MAILING SERVICE

f. Time period grant covers:

July 1, 2022 to March 31, 2024

g. Amount of county matching funds:

None

h. Administrative fee to County:

None

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

ESSENTIAL SERVICE TO MAIL ABSENTEE BALLOTS FOR PRESIDENTIAL ELECTION
see subsequent AIR for ballot mailing service contract - Phoenix Graphics



9/22/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ___ - 2024

Introduced by Law & Finance: Supervisors Schopf, Barrett, Grasso, Lant, Raymond, Tollisen and M. Veitch

AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE BOARD OF ELECTIONS FOR AN ABSENTEE BALLOT PRE-PAID POSTAGE GRANT, AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the New York State Legislature recently enacted amendments to Election Law §8-400 and §8-406 that requires county election boards to provide postage paid return envelopes for absentee ballot applications and ballots; and

WHEREAS, the Legislature appropriated grant funds to be distributed by the New York State Board of Elections to county boards to defray the additional expense of this expansion of early voting; and

WHEREAS, the New York State Board of Elections has advised our County Election Commissioners that the County is eligible to receive grant funding in the amount of \$56,377.69 for the grant period July 1, 2022 through ~~December 31, 2022~~ **March 31, 2024** for the purpose of defraying additional expenses related to this amendment; and

WHEREAS, the acceptance of these funds requires the approval of this Board and an amendment to the **2024** budget; now, therefore, be it

RESOLVED, that this Board of Supervisors hereby accepts \$56,377.69 in funding from the New York State Board of Elections for the reimbursement of expenses related to the expansion of early voting; and it is further

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all agreements and documents needed to accept from the New York State Board of Elections said \$56,377.69 in funding for the grant period from July 1, 2022 through ~~December 31, 2022~~ **March 31, 2024** for the reimbursement of expenses incurred relative to the provision of postage-paid return envelopes; and it is further

RESOLVED, that the form and content of such agreements and documents shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that the **2024** County budget is amended as follows:

UNDER BOARD OF ELECTIONS

Increase Appropriations

Acct.: #A.22.000-8190 Other Prof. Services \$42,124.90

Increase Revenues:

Acct.: #A.22-3086 State/Legislative Grants \$42,124.90

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.

September 22, 2022 Regular Meeting

~~Motion to Adopt: Supervisor(s): Lant~~

~~Second: Supervisor(s) M. Veitch~~

~~AYES (169,903.5): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5),
Jonathon Schopf (19014.5), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004),
Kevin Tollisen (25662), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney
(2075), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361)~~

~~NOES (0)~~

~~ABSENT (65,605.5): Eric Butler (6500), Jean Raymond (1333), Arthur M. Wright (1976), Mark
Hammond (17130), Thomas Richardson (5163), Willard H. Peck (5242), Thomas N. Wood, III
(5808), Tara N. Gaston (14245.5), John Lawler (8208)~~

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01 / 1110000 CONTRACT NUMBER: BOE01 - C004609 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Saratoga County Board of Elections</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: Absentee Ballot Pre-Paid Postage</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 50 West High Street Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - C004609 - 1110000

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 07/01/2022 To: 12/31/2022</p> <p>CURRENT CONTRACT PERIOD: From: 07/01/2022 To: 12/31/2022</p> <p>AMENDED TERM: From: 07/01/2022 To: 03/31/2024</p> <p>AMENDED PERIOD: From: 07/01/2022 To: 03/31/2024</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$56,377.69</p> <p>AMENDED: \$112,755.38</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

Attachment C: Work Plan
 Attachment D: Payment and Reporting Schedule
 Other: Attachment E - Funding Schedule

Contract Number: # BOE01 - C004609 - 1110000

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Saratoga County Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Board of Elections

DATE: 3/7/24

COMMITTEE: Law & Finance



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing the acceptance of a Technology Innovation & Election Resource (TIER) Grant from the NYS Board of Elections.

3. Specific Details on what the resolution will authorize:

THE REIMBURSEMENT OF SOFTWARE, TECHNOLOGY AND EQUIPMENT FOR ELECTION VOTING MACHINES AND EQUIPMENT

AMOUNT OF THE GRANT WILL BE \$387,414.89

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted **Yes**

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.22-3389		\$387,414.89

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Increase A-0599.B Appropriated Fund Balance-Budgetary Amount: 387,414.89

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted **SEE ABOVE**
- b. Budget year impacted **2024**
- c. Details

The budget will be amended to accept these funds and increase fund balance in the amount of 387,414.89

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

NYS BOE

c. Amount of grant:

387,414.89

d. Purpose grant will be used for:

Expenses related to upgrades of election software, technology, and equip.

e. Equipment and/or services being purchased with the grant:

TECNOLOGY, SOFTWARE, AND EQUIPMENT

f. Time period grant covers:

April 7, 2021 to March 31, 2024

g. Amount of county matching funds:

0

h. Administrative fee to County:

0

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:



9/22/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ___ - 2024

Introduced by Law & Finance: ~~Supervisors Schopf, Barrett, Grasso, Lant, Raymond, Tollisen and M. Veitch~~

AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE BOARD OF ELECTIONS FOR AN TECHNOLOGY INNOVATION & ELECTION RESOURCE GRANT, AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

~~**WHEREAS**, the New York State Legislature recently enacted amendments to Election Law §8-400 and §8-406 that requires county election boards to provide postage paid return envelopes for absentee ballot applications and ballots; and~~

~~**WHEREAS**, the Legislature appropriated grant funds to be distributed by the New York State Board of Elections to county boards to defray the additional expense of this expansion of early voting; and~~

WHEREAS, the New York State Board of Elections has advised our County Election Commissioners that the County is eligible to receive grant funding in the amount of **\$387,414.89** for the grant period **April 7, 2021** through ~~December 31, 2022~~ **March 31, 2024** for the purpose of reimbursing expenses related to software, technology, and equipment

WHEREAS, the acceptance of these funds requires the approval of this Board and an amendment to the **2024** budget; now, therefore, be it

RESOLVED, that this Board of Supervisors hereby accepts **\$387,414.89** in funding from the New York State Board of Elections for the reimbursement of expenses related **software, technology, and equipment**

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all agreements and documents needed to accept from the New York State Board of Elections said **\$387,414.89** in funding for the grant period from July 1, 2022 through ~~April 7, 2021~~ ~~December 31, 2022~~ **March 31, 2024** for the reimbursement of expenses **related to software, technology, and equipment**

RESOLVED, that the form and content of such agreements and documents shall be subject to the approval of the County Attorney; and it is further

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: BOE01 - C004383 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Saratoga County</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: Technology Innovation and Election Resource (TIER) Grant Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 50 W. High St. Ballston Spa NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - C004383 - 1110000

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/07/2021 To: 01/27/2023</p> <p>CURRENT CONTRACT PERIOD: From: 04/07/2021 To: 01/27/2023</p> <p>AMENDED TERM: From: 04/07/2021 To: 03/31/2024</p> <p>AMENDED PERIOD: From: 04/07/2021 To: 03/31/2024</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$260,371.14</p> <p>AMENDED:\$387,414.89</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Attachment E: Funding Schedule

Contract Number: # BOE01 - C004383 - 1110000

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Saratoga County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: NYS Board of Elections

By: _____

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Board of Elections



DATE: March 7th 2024

COMMITTEE: Law & Finance



This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing Agreement an agreement with Phoenix Graphics Inc. for the provision of ballot preparation and mailing services for the 2024 general election.

3. Specific Details on what the resolution will authorize:

Absentee Mail Packages for \$1.95 each
Early Voting Mail Packages \$1.95 each

Funds for this agreement will be paid from the Absentee Ballot Prepaid Postage Grant program from NYS BOE.

It is anticipated that there will be a high volume of requests for these packages during the general election. Current staffing levels within the BOE will not be able to process this large amount of requests. These services will allow BOE to process all the requests.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted **Yes**

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

a. G/L line impacted A.22.000-8190

b. Budget year impacted 2024

c. Details

Funds for this agreement were allocated via resolution to accept Absentee Ballot Prepaid Postage Grant from NYS BOE.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation **BID**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
24-BOEBMS-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):
Phoenix Graphics
1525 Emerson St
Rochester, NY

e. Is the vendor/contractor an LLC, PLLC, or partnership: **no**

f. State of vendor/contractor organization: **NY**

g. Commencement date of contract term: **3/19/24**

h. Termination of contract date: **12/31/24**

i. Contract renewal date and term: **NA**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Needed due to exceptionally large absentee ballots expected for Presidential General Election of 2024. We expect as many as 50,000 absentee ballots.

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

This is a single year contract for ballot printing in an exceptionally high absentee ballot year as we don't have resources or staff to do this in-house.

2/23/23



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 56- 2024

Introduced by Law and Finance: Supervisors Schopf, Barrett, Edwards, Grasso, Lant, Tollisen and M. Veitch

AUTHORIZING AN AGREEMENT WITH PHOENIX GRAPHICS INC. FOR THE PROVISION OF BALLOT PREPARATION AND MAILING SERVICES.

~~WHEREAS, pursuant to Resolution 231-2017, this Board authorized an agreement with Clear Ballot Group, Inc. for the provision of installation, hardware, software, training and five years of software maintenance for the Central Count software system for the Saratoga County Board of Elections; and~~

WHEREAS, the New York State Legislature recently enacted amendments to Election Law §8-400 and §8-406 that requires county election boards to provide postage paid return envelopes for absentee ballot applications and ballots; and

WHEREAS, current staffing levels within the Saratoga County Board of Elections Department will not be able to process the high level of absentee ballot request that are anticipated for the 2024 general election

RESOLVED, Phoenix Graphics Inc. will provide the County with absentee ballot preparation and mailing services, Absentee Mail Packages will be \$1.95 per package and Early Voting Mail Packages will be \$1.95 per package

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds for this agreement are included in the department budget.

February 23, 2023 Regular Meeting
Motion to Adopt: Supervisor Connolly
Second: Supervisor Edwards

~~AYES (168699): Eric Connolly (11831), Philip C. Barrett (19014.5), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361)—~~

~~NOES (0):~~

~~ABSENT (66811): Joseph Grasso (4328), Jonathon Schopf (19014.5), Eric Butler (6500), Michael Smith (3525), Thomas Richardson (5163), Willard H. Peck (5242), Thomas N. Wood, III (5808), Edward D. Kinowski (9022), John Lawler (8208)~~

COUNTY OF SARATOGA
REQUEST FOR BIDS
BALLOT MAILING SERVICES
24-BOEBMS-1



Opening January 19, 2024 @ 11:00 a.m.

SARATOGA COUNTY DEPARTMENT OF CENTRAL SERVICES
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

INSTRUCTIONS TO BIDDERS

1. By these specifications, 24-BOEBMS-1, it is the intent of Saratoga County, through its Department of Central Services, to secure a bid for Ballot Mailing Services. Sealed bids will be received until 11:00 a.m. Friday, January 19, 2024 at which time bids will be publicly opened and read aloud .
2. Bids must be addressed to the Saratoga County Department of Central Services, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - **BID FOR BALLOT MAILING SERVICES.**
3. The contract period is from the date award through December 31, 2024, with two (2), one (1) year extensions upon written agreement of both parties.
4. Electronic bid submissions will be accepted for this solicitation. Electronic submissions will only be accepted through the Empire State Purchasing Group (bidnet) website. Electronic bids will be made available to the County on the date and time listed in the bid documents. When utilizing the electronic bid submission, a digital signature is required. A digital signature is a secure electronic signature that is generated using a digital certificate and cryptographically bound to the document using public key infrastructure (PKI). The digital certificate is unique to the signer and obtained from a trusted 3rd party such as a trust service provider (TSP) or certificate authority (CA) after verification of the signer's identity. Any electronic bid submitted in any other way will not be accepted.
5. Bidders must be aware that all political subdivisions, and districts located in the State of New York, may be entitled to make purchases of materials, or supplies from the resulting bid award. It is understood that the extension of such award is at the discretion of the vendor and the vendor is only bound to any contract between the vendor and Saratoga County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Saratoga County, specifically and expressly disclaims any and all liability for defective performance, breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Saratoga County bid.
6. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
7. **ALL BIDS MUST BE SUBMITTED ON THE BID FORMS PROVIDED BY THE PURCHASING DEPARTMENT.**
8. Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and a Certificate for the Prevention of Sexual Harassment, and binds the bidder to their proposal (attached).
9. Saratoga County will reject any bid that does not have a signed proposal page.
10. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.
11. **Saratoga County, through its Purchasing Department, reserves the right to accept any alternate proposal not significantly altering the bid specifications.**
12. Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.
13. Questions regarding this bid should be directed to John T. Warmt, Director of Purchasing at (518) 885-2210.

COUNTY OF SARATOGA
DEPARTMENT OF CENTRAL SERVICES
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020
(p) 518-885-2210 (f) 518-885-2220

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the County of Saratoga will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the County.

DEFINITIONS

"County"	- shall be the legal designation of the County of Saratoga.
"Bid"	- an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits their bid
"Bidder"	- any individual, company, or corporation submitting a bid.
"Business Day"	- any day that the Saratoga County Department of Central Services is open to conduct normal business.
"Successful bidder"	- any bidder to whom an award is made by the County.
"Specification"	- a detailed description of materials, supplies, services, and/or equipment.

BIDS

1. The date and time of all bid openings will be given in the Notice to Bidders, the bid cover page, and in the Instructions to Bidders.

2. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Department of Central Services. Only those vendors who obtain bidding documents from either the Saratoga County Department of Central Services or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain a copy from a source mentioned above.

3. All bids received after the deadline, by any delivery method, will be considered late and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. The bidder assumes responsibility for having his bid deposited on time at the place specified. The County will not accept facsimile or e-mail bids.

4. All information required by the Instructions to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. The County reserves the right to reject any incomplete bid.

5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment in complete compliance with the specifications.

6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be indicated in the space provided on the bid forms or additional sheet of paper.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. **All signatures must be original signatures. Photocopied, facsimile, printed, stamped, or typewritten signatures will not be accepted, unless electronic bids are accepted.**

8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the County is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. The County of Saratoga is also exempt from Transportation Tax.

9. In all specifications, the words "or equal" are understood after each article giving a manufacturer's name or catalog reference, or on any patented article, unless, for reasons of efficiency and economy, the Board of Supervisors has passed a resolution "standardizing" certain equipment purchases. The decision of the County as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, the bidder must in every instance give the trade designation of the item, manufacturer's name, and detailed specification of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.

10. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified.

11. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

12. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise the bid for that group may be rejected.

13. All prices quoted must be "per unit" as specified; do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected.

14. If indicated in the bid documents, all bidders must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

15. Prices shall be net F.O.B. to the requesting Saratoga County department. If the award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

16. All bids must be sealed. Bids may be submitted either in plain or opaque envelopes. All bids must be addressed to the Director of Purchasing. Bid envelopes must be clearly marked with the bid name, the date and time of the bid opening, as indicated on the Notice to Bidders. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The County will not accept facsimile or e-mail bids.

17. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the County, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the County in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

SAMPLES

18. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless the bid sample is superior, in which case, deliveries must be the same identity and quality as accepted bid sample.

19. The County reserves the right to request a representative sample of the item quoted prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the County may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

20. Samples, when required, must be submitted strictly in accordance with the instructions; otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) business days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at their expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

21. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the County. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

22. Awards will be made to the lowest responsible bidder or by Best Value Methodology, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

23. The County reserves the right to reject all bids. Also reserved to the County is the right to reject, for cause, any bid in whole or in part and to waive technical defects; qualifications; irregularities; and omissions if in the County's judgement the best interests of the County will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained at a lower price.

24. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder can prove that their submission has an obvious clerical error or where the enforcement of the bid would impose unconscionable hardship on the bidder.

25. Under NYS General Municipal Law Section (103), subdivision (3), 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 bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga 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 bid.

26. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

27. Each bid will be received with the understanding that the acceptance thereof by the County, approved by the County, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the County. The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Minimum Orders are not acceptable; the Contract will be for all items actually ordered. The Contract shall bind the County on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified. Payments will be processed after the receipt of a proper invoice from the successful bidder.

28. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the successful bid, will be considered sufficient notice of acceptance of contract.

29. If the successful bidder fails to deliver within the time specified or within a reasonable amount of time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the County seeks legal enforcement of the provisions of said contract, the successful bidder shall be liable for payment of the County's legal costs, including reasonable attorney's fees.

30. The County may cancel the contract in writing with 10 days' notice upon non-performance of the contract.

31. If the successful bidder fails to deliver as ordered, the County reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

32. Cancellation of a contract for any reason may result in the bidder being found as non-responsive/non-responsible and removal of the successful bidder's name from mailing lists for future proposals until such time that the County has determined the bidder has resolved any issues that caused the initial finding.

33. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the County within five business (5) days of notification. Rejected items left longer than five business (5) days will be regarded as abandoned, and the County shall have the right to dispose of them as its own property.

34. No items are to be shipped or delivered until the successful bidder receives an official order from the County.

35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the County.

INSTALLATION OF EQUIPMENT

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

37. Equipment, supplies, services and materials shall be stored at the site only on the approval of the County and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

38. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and handle installation work promptly.

39. Bidders shall acquaint themselves with conditions to be found at the project site, or sites, and shall assume all responsibility for placing and installing the equipment in the locations required.

40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented "as is". Equipment is available for inspection only at the delivery point listed unless otherwise specified.

41. The successful bidder guarantees:

- The products against defective material or workmanship and will repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the successful bidder or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County.
- Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the County.

DELIVERY

42. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear in the Instructions or Specification, it will be interpreted to mean prompt delivery (not to exceed 30 calendar days). The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

43. The County will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County shall govern.

44. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition.

46. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the County. The successful bidder will be required to furnish proof of delivery in every instance.

47. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

48. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

49. Payment for the used portion of an inferior delivery will be made by the County on an adjusted price basis

50. Payment will be made only after correct presentation of packing slips and invoices are provided to the requesting department by the successful bidder.

51. Payments of any claim shall not preclude the County from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications.

SAVE HARMLESS

52. Successful bidders shall protect, indemnify, defend and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of the successful bidder's company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the County or employees of the company.

NONDISCRIMINATION CLAUSE

53. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the County of Saratoga.

TITLE VI NONDISCRIMINATION STATEMENT

54. The County of Saratoga, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4, and Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act) hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website (www.saratogacountyny.gov). A Vendor Information questionnaire is included with this bid which provides an opportunity to disclose any DBE designation.

FEDERAL GRANT PROVISIONS

55. In addition to other provisions required by the Federal agency or County, all contracts made by the County under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the Simplified Acquisition Threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of

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

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

(H) 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 (42 U.S.C. 6201).

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

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

(K) See 2 C.F.R. §200.322 Procurement of recovered materials.

55. All questions regarding this bid should be directed to the Saratoga County Department of Central Services at (518) 885-2210
56. By submitting a bid/signing a proposal, or accepting a purchase order or contract you are indicating that you have read and will abide by these General Conditions.

PROPOSAL

*****(BID RESPONSE FORM)*****

Phoenix Graphics Inc. _____ agrees to furnish Ballot Preparation and Mailing
(firm name)

Services to the Saratoga County Board of Elections, as called for in specification 24-BOEBMS-1.

ITEM	PRICE PER EACH
Absentee Ballot Mail Package: Ballot 9.5 x 6.125 Outer Mailing Envelope 9 x 6 Return Envelope 8.75 x 5.75 Oath Envelope	\$1.95
Early Voting Ballot Mail Package: Ballot 9.5 x 6.125 Outer Mailing Envelope 9 x 6 Return Envelope 8.75 x 5.75 Oath Envelope	\$1.95

The Board of Elections will provide PDF ballot files and mail data in .csv or .xlsx format.

The awarded vendor will provide secure file transfer, envelope proofs to the County and USPS.

The awarded vendor will process the mail data and create postal paperwork.

The awarded vendor will perform production sample testing and delivery within 48 hours to the USPS.

Saratoga County, through its Purchasing Division, reserves the right to reject parts of any or all bids.

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Phoenix Graphics Inc.

Address 1525 Emerson Street, Rochester NY 14606

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Corporation

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: Not Applicable

Provide the name of the Certifying Entity (ties): State of New York

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: 16-1247315

How did you discover this Bid opportunity? Internet

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? Yes

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



**STATEMENT OF REQUIRED
DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS**

Note: ALL Sections on the following pages must be completed and this Statement must be SIGNED (see Instructions to Bidders for Electronic Signature Requirement)

Name of the Reporting Entity:

Phoenix Graphics, Inc.

Address: 1525 Emerson Street

Rochester NY 14606

Remit to Address if different from above:

Same as above.

FID No.: 16-1247315

Name of Individual Completing this form: Peter Stuart

Title/Position: Vice President of Sales and Marketing

Telephone Number: (800) 262 3202

Fax Number: 585 232 2642

EMAIL address: pstuart@phoenix-graphics.com

EMAIL address (for Purchase Orders to be emailed, this is mandatory):

pg@phoenix-graphics.com

SIGNATORY FIRST & LASTNAME: Peter Stuart

SIGNATORY TITLE: Vice President of Sales and Marketing

Section A. AFFIDAVIT OF NON-COLLUSION
(This form must be included with bid package and initialed)

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

INITIAL: PS

Section B. COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

INITIAL: PS

Section C. COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

INITIAL: PS

Section D. SIGNATURE

I hereby acknowledge and understand that by signing this form either electronically or by hand that I have read and understand the bid documents including the Instructions to Bidders, the General Terms and Conditions, the Specifications, and the Proposal Page, and that the pricing offered on the proposal pages will be held firm for the time period provided for in the bid documents.

Print Name: Peter Stuart
Name of person responsible for this solicitation.

I acknowledge the receipt of Not Applicable addendum(s)

Email Address: pstuart@phoenix-graphics.com

Direct Phone Number: 516 279 8780

Fax Number: 585 232 5642

Date: 1/18/24

SIGNATURE: Peter Stuart  Digitally signed by Peter Stuart
Date: 2024.01.18 14:57:11 -05'00'

NOTE: This is not a guarantee of Purchase, The County of Saratoga will issue an authorized Purchase Order after the bid has been awarded.



**DEPARTMENT OF
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

January 29, 2024

Peter Stuart, Vice President of Sales and Marketing
Phoenix Graphics, Inc.
1525 Emerson Street
Rochester, NY 14606

Dear Mr. Stuart:

This is to inform you that your company, Phoenix Graphics, Inc., has been awarded the bid for Ballot Preparation and Mailing Services at \$1.95 for Absentee Mail Package and \$1.95 for Early Voting Mail Package, as per specification 24-BOEBMS-1. This award is pending Board approval the execution of a contract.

If you have any questions, please contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "John T. Warmt".

JOHN T. WARMT
Director of Purchasing

Cc: County Auditor
County Attorney