

**Governmental Operations & Advocacy Committee Meeting
Board of Elections Agenda
March 22, 2021**

Committee Members: Supervisor Beaty, Leggett, Wild, Conover and Smith.

- I. Committee Meeting Called to Order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Increase BOE Inspectors hourly rate from \$12.50ph to \$15.00 due to issues of retention and recruiting. Last year's General Election we used 177 Inspectors at a cost of approx. \$35,400. Increasing the pay to \$15.00ph will increase it to \$42,480 approximately a \$7,080 increase.
 2. Move money from Capital Reserve Code A898.00 to A1450.421 for Annual Dominion Lease of \$43,718 (if possible make a 7 Year move to avoid coming back to Committee each year).
 3. Needham Group New Contract Form 3 (see Reso 293 of 2020) to enter into a new contract and upgrade Virtual Inspector Training. Transfer Funds for Needham \$3,960.00 from Misc. 439 to Contract 470
- IV: Discussion Items:
 1. Printers for 2nd Early Voting Site if approved by Legislation - OKI \$795 each need 2
 2. Dominion repairs to 42 ICP Voting machines for \$8,484.00 – Transfer from Misc 439 to Equipment Repair 422
- V.: Referrals/Pending Items:
 1. Report on disposition off carts and old machines.
- VI.: Privilege of the Floor and public comment (please allow 15 second delay on live stream meetings)
- V.: Motion to Adjourn

Attachments:

Response to Admin. Moore's question

RESOLUTION REQUEST FORM NO. 13

Request to Increase or Decrease Salary of Non-Union Position

DEPARTMENT NAME: BOE

DATE: 03/16/2021

- (a) Employee Name, Title and Employee No.: **Numerous Election Inspectors**
- (b) Current Annual **Base** Salary (and Grade if Applicable): **\$240per day flat rate 16 hours (\$15.00ph)**
- (c) Former Annual **Base** Salary (and Grade if Applicable): **\$200per day flat rate 16 hours (\$12.50ph)**
- (d) Effective Date for Salary Change:* **06/01/2021**
*Please do not backdate request unless the purpose is to correct an error.
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount:
A1450.439 Misc.
- (f) Justification of Request: **To increase the pay for our Pollsite Election Inspectors for retention and recruitment purposes.**

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: WCBOE

DATE: 03/08/2021

- (a) Purpose of Request:
To move money from A.898.00 Capital Reserve to A.1450.421 Equipment for the lease of the Dominion Voting machines in Resolution #377-2020 in the amount of \$43,718.
- (b) Details:
This will be an annual move starting 2021 when machines are accepted through 4/30/2022 and each year following as such:
- | | | |
|----------------------------|---------------------------|---------------------------|
| 5/1/2022- 4/30/2023 | 5/1/2023-4/30/2024 | 5/1/2024-4/30/2025 |
| 5/1/2025-4/30/2026 | 5/1/2026-4/30/2027 | 5/1/2027-4/30/2028 |
- (c) Previous Resolution Number:
377-2020
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:
A.898.00 - Reserve, Election Equipment

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

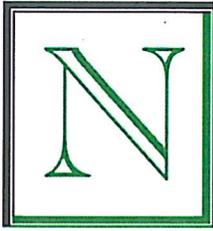
DEPARTMENT NAME: BOE

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **Request for Proposal**
- (b) Purpose of Contract: **Polling Inspector Virtual Training**
- (c) Name of Contractor: **Needham Risk Management**
- (d) Address of Contractor: **573 Columbia Turnpike, Suite 3, E. Greenbush, NY 12061**
- (e) Contractor's Contact Person and Telephone Number: **Michael Needham (518)860-1758**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **Upon signing**
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount **\$110.00**
 - iii) total amount not to exceed **\$3,960.00**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **upon completion**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.1450.470 - Contracts****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



Needham Risk Management Resource Group, LLC
Competence • Ethics • Integrity • Results

Proposal Acceptance Form

This Agreement is made by acceptance below of the Proposal Document this 15th day of March 2021 by and between ("Client") Warren County Board of Elections, having an address at 1340 State Rte. 9 Lake George, NY 12845 and Needham Risk Management Resource Group, LLC, ("Needham Risk Management") or ("Consultant") of 573 Columbia Turnpike, Suite 3, East Greenbush, NY 12061. Client and Consultant agree as follows:

1. PROPOSAL DOCUMENT - Referred to as the "Proposal Document" or "Agreement". Defined as: PROPOSAL ACCEPTANCE FORM, the GENERAL TERMS AND CONDITIONS, and any proposals/estimates that include a scope of services, fee schedules and other documents listed below under PROFESSIONAL SERVICES.
2. PROFESSIONAL SERVICES - Needham Risk Management will provide professional services ("Services") for the Client as indicated below:

Scope of Work

Needham Risk Management will video record the client's trainer providing the Annual Update for Election Officials and then update the 2020 computer-based training (CBT) program available on Needham Risk Management's online learning management system. The program will contain quizzes, certificates of completion and the ability to create reports for administrative users. The CBT may only be used for Warren County Board of Election officials and no other entities.

Fee

Needham Risk Management will bill \$110 per hour for the scope of work listed above and has prepared the following estimate:

Recording (8 Hours)	\$880.00
Updating CBT (20 Hours)	\$2,200.00
Follow Up/Revisions (8 Hours)	\$880.00
Total Project Estimate: \$ 3,960	

Any services requested outside of this scope of work will be billed at \$110 per hour.

Conditions of the Proposal

This work is subject to the General Terms and Conditions of Needham Risk Management as attached in Appendix A *General Terms and Conditions*.

ACCEPTED BY:

Needham Risk Management

CLIENT: Warren County Board of Elections

BY: Michael Needham
Michael Needham, CSP, RES, CFPS, CIT

BY: _____
(Person authorized to execute Proposals)

TITLE: Principal

TITLE: _____

573 Columbia Turnpike, Suite 3
East Greenbush, NY 12061
Telephone: (518) 860-1758 Fax: (518) 860-1759
Email: team@theneedhamgroup.com
www.theneedhamgroup.com



Needham Risk Management Resource Group, LLC
Competence ▪ Ethics ▪ Integrity ▪ Results

DATE: March 15, 2021

DATE: _____

573 Columbia Turnpike, Suite 3
East Greenbush, NY 12061
Telephone: (518) 860-1758 Fax: (518) 860-1759
Email: team@theneedhamgroup.com
www.theneedhamgroup.com

Needham Risk Management Resource Group, LLC
General Terms and Conditions – Appendix A

- 1. Payment:** Client will pay Needham Risk Management Resource Group, LLC (Needham Risk Management) for Services and expenses in accordance with the Contact Document. Needham Risk Management will submit invoices to Client monthly together with reasonable supporting documentation requested by Client and a final bill upon completion of its Services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. Past due amounts are subject to an interest charge on the outstanding balance of either one-half percent (1/2%) per month or the maximum rate permitted by law. Client agrees to pay Needham Risk Management's attorney's fees, interest, and all other costs incurred in collecting past due amounts.
- 2. Obligations of Client:** Client warrants that all information provided to Needham Risk Management is complete and accurate to the best of Client's knowledge. Client agrees to advise Needham Risk Management, prior to beginning work, and during the work, of any hazardous conditions on or near the site known to Client. Client understands that Needham Risk Management is relying upon the completeness and accuracy of information supplied to it by Client and Needham Risk Management will not independently verify such information unless otherwise provided for in the Contract Document. Client shall be responsible for and shall indemnify and hold harmless Needham Risk Management for any costs, expenses, or damages incurred by Needham Risk Management to the extent any such costs, expenses, or damages are due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold Needham Risk Management liable if Needham Risk Management's recommendations are not followed and waives any claim against Needham Risk Management, and agrees to defend, indemnify and hold Needham Risk Management harmless from any claim or liability for injury or loss that results from failure to implement Needham Risk Management's recommendations.
- 3. Standard of Care:** Needham Risk Management's Services as defined by the Contact Document shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give Needham Risk Management written notice within one (1) year of any alleged breach or default under this section and to provide Needham Risk Management a reasonable opportunity to cure such alleged breach or default, without the payment of additional fees to Needham Risk Management, as a condition precedent to any claim for damages.
- 4. Limitation of Method Reliability:** The Client recognizes and agrees that all testing and remediation methods have reliability limitations, no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors including cost, have been considered in the Client's selection of Services. Needham Risk Management's observations only represent conditions observed at the time of the site visit. Needham Risk Management is not responsible for changes that may occur to the site after Needham Risk Management completes the work.
- 5. Interpretation of Data:** Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Needham Risk Management and that the data interpretations and recommendations of Needham Risk Management's personnel are based solely on the information available to them. Needham Risk Management will be responsible for its data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed.
- 6. Third Party Information:** Needham Risk Management is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the site. Needham Risk Management shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.
- 7. Site Access:** Client grants or shall obtain for Needham Risk Management a right of entry to all parts of the project site necessary to complete the Services and it represents that it has obtained the applicable permits and licenses for the

proposed work. If Client does not own the site, Client represents that it has or will obtain prior to the commencement of work, the authority and permission of the owner and/or the occupant of the site. Client acknowledges that due to the nature of the work, unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the site, Client agrees to indemnify and defend Needham Risk Management against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Contract Document, Needham Risk Management is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to Needham Risk Management during Needham Risk Management's performance of the Services. Needham Risk Management is not responsible for unforeseen conditions that exist on site within building systems that prohibit or deter Needham Risk Management from gaining access to building materials, systems, and/or components.

8. Site Control: Needham Risk Management's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by Needham Risk Management's employees does not mean that Needham Risk Management is observing or verifying all site work or placement of all materials. Client agrees that Needham Risk Management will only make on-site observations appropriate to the field services provided by Needham Risk Management and will not relieve others of their responsibilities to perform the work.

9. Test and Sampling Locations: Unless otherwise specified in the Contract Document, the accuracy of test or sample locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the site. Sample locations may also be indicated on the diagram. Needham Risk Management reserves the right to deviate a reasonable distance from the boring and sample locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied.

10. Samples and Equipment: Needham Risk Management will not retain any samples obtained from the project site for more than 30 days, or as required by law, after submitting its report or issuing written tests results. At no time does Needham Risk Management assume title to any samples; all samples shall remain the property of the Client.

All laboratory and field equipment contaminated during Needham Risk Management's Services which cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment at its then current replacement value as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Contract Document.

11. Engineering and Construction Services: If the Services provided in the Contract Document only require construction materials testing, engineering and/or construction subsurface exploration, Needham Risk Management assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the site. Needham Risk Management's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Contract Document.

Unless otherwise specified in the Contract Document, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of Needham Risk Management's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated and Client shall be responsible for all costs and expenses incurred by Needham Risk Management until the date of such termination, including reasonable termination costs and expenses.

12. Opinions of Costs: Needham Risk Management will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by Needham Risk Management.

13. **Safety:** Needham Risk Management shall not, unless otherwise specified in the Contract Document, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the site.

14. **Utilities:** Unless otherwise specified in the Contract Document, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions. Client shall indemnify, defend and hold harmless Needham Risk Management from and against any claims, losses or damages incurred or asserted against Needham Risk Management related to Client's failure to mark, protect or advise Needham Risk Management of underground structures or utilities.

15. **Roof Cuts:** Unless otherwise specified in the Contract Document, if roof cuts/samples are required by the Services in the Contract Document, it is the responsibility of the Client to make the appropriate repairs to these roof cuts. If a roofing contractor or maintenance personnel selected by the Client is not on the roof to make repairs at the time samples are obtained, Needham Risk Management may make temporary repairs, which may result in additional charges. Needham Risk Management personnel are not certified in roofing repair therefore Needham Risk Management under no circumstances shall be responsible for any water damage to the roofing system, building or its contents resulting from Needham Risk Management's temporary repairs.

16. **Hazardous Conditions or Substances:** The Client acknowledges that Needham Risk Management has neither created or contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent, or otherwise dangerous conditions at the site. All site generated hazardous and non-hazardous waste, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings, and used disposable protective gear and equipment, are the property of the Client.

17. **Right to Stop Work:** If, during the performance of Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in Needham Risk Management's reasonable judgment significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended scope of Services, Needham Risk Management may immediately suspend work.

18. **Indemnification:** Needham Risk Management shall indemnify and hold harmless Client, its employees, officers, directors, subsidiaries, and agents against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of Needham Risk Management or its subcontractors in connection with all activities conducted in the performance Services under this Agreement. The client shall indemnify and hold harmless Needham Risk Management its employees, officers, directors, subsidiaries, and agents from and against claims, demands, and lawsuits, including reasonable attorney's fees, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with all activities conducted in the performance of Services under this Agreement.

19. **Limit of Liability:** Needham Risk Management's total liability for the Services shall not exceed the proceeds from insurance or two times Needham Risk Management's fees for Services whichever is less. Client agrees that all indemnifications granted to Needham Risk Management shall also be extended to those subcontractors, individuals, or organizations retained by Needham Risk Management for performance of the Services.

20. **Consequential Damages:** In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or regardless of whether Needham Risk Management shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

21. **Client Indemnity:** Client agrees to indemnify and hold harmless Needham Risk Management, its employees, officers, directors and subsidiaries, and agents against any and all claims for injury or loss sustained by any party, including the United states, from exposure to or from the presence of any toxic or hazardous substance, constituent, or condition at the site.

Client further agrees to pay on Needham Risk Management's behalf any judgement resulting against Needham Risk Management to the extent any such liabilities are due to toxic or hazardous substances or constituents being at the site. This indemnity includes but is not limited to the following:

- a) Needham Risk Management acting as Client's agent, when required or requested as part of the Contract Document to sign any hazardous waste manifest or other document related in any way to the indemnification, handling, storage, disposal, or other matter involving toxic or hazardous materials associated with this project, or when Needham Risk Management is required or requested to make arrangements for proper transportation or disposal of waste.
- b) Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents.
- c) Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; including contaminated samples and equipment, toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of the Services. d) Allegations that Needham Risk Management is handler, generator, operator, treater or storer, transporter or disposer under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulations or law.
- e) A third party brings suit or claim for damages against Needham Risk Management alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the Services provided under this Contract Document.
- f) Any claim or liability for injury or loss as a result of cross-contamination caused by drilling and/or sampling.

22. **Warranty:** Needham Risk Management is not a manufacturer. If any equipment is used or purchased by Needham Risk Management for a project the manufacturer's warranties if any on the equipment are solely those of the manufacturer. Needham Risk Management makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by Needham Risk Management to Client.

23. **Documents:** Project-specific documents and data produced by Needham Risk Management under this Agreement shall, upon receipt of final payment, become the property of Client. Needham Risk Management shall have the right but not the obligation to retain copies of all such materials.

24. **Reliance:** Documents and data produced by Needham Risk Management are not intended or represented by Needham Risk Management to be suitable for use or reliance beyond the scope or purposes they were originally prepared for or for anyone except Client. Any such unauthorized use will be at the Client or third party's sole risk.

25. **Claims:** Client agrees to pay Needham Risk Management's costs (including reasonable attorney's fees) for defending Needham Risk Management against any claims that a third party or a regulatory agency asserts against Needham Risk Management related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in reports supplied to Client by Needham Risk Management. Client agrees to pay Needham Risk Management's cost (including reasonable attorney's fees) for defending Needham Risk Management against any claims Client makes related to the Services that are not adjudicated to be valid.

26. **Subpoenas:** The Client is responsible for payment of time charges and expenses resulting from Needham Risk Management's response to subpoenas issued by any party, involving any legal or administrative proceeding in which Needham Risk Management is not named as a party, in connection with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. Needham Risk Management shall not object on Client's behalf to any subpoenas, but will make reasonable efforts to cooperate with Client if Client chooses to object.

27. **Termination of Contract:** This contract may be terminated by either party upon thirty (30) days written notice unless otherwise specified in the Consulting Agreement and/or Proposal Acceptance Form signed by both parties. In the event of termination or suspension, by the Client, Needham Risk Management shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

28. **Assignment:** Neither the Client nor Needham Risk Management may assign, or transfer its benefits, rights, duties or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

29. **Force Majeure:** Neither Client nor Needham Risk Management shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other coordinated acts of workers, lockouts, or changes in laws, regulations or ordinances.

30. **General Provisions:** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Contract shall not be affected. This Agreement represents the entire understanding between the parties relating to the described Services and supersedes any and all prior Agreements whether written or oral.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and country of the project site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

Needham Risk Management is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.



**Office of General Services
Procurement Services**

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

Contract Award Notification

Title	: Group 22300 – Voting Systems, Ballot Marking or Other Voting Devices Accessible to Individuals With Disabilities and Related Services and Accessories Classification Code(s): 43,44,45&46
Award Number	: <u>NEG-22659</u> (Replaces Award 21231)
Contract Period	: February 1, 2014 to April 30, 2021
Bid Opening Date	: August 7, 2013
Date of Issue	: January 10, 2014 (Revised January 28, 2021)
Specification Reference	: As Incorporated In The Invitation for Bids
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Tyler Ahlborn Title : Contract Management Specialist 3 Phone : 518-414-1273 E-mail : Tyler.ahlborn@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award is for voting systems and/or ballot marking or other voting devices accessible to individuals with disabilities and related services that comply with the mandates of New York State Election Law, and meet the Election Assistance Commission's 2005 Voluntary Voting Systems Guidelines to the extent that they are consistent with State Law.
This Contract Award Notification does not have MWBE Goals.

PR # 22659

(continued)



**Office of General Services
Procurement Services**

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

Contractor Information Summary

Updated: January 28, 2021

Group 22300 - Voting Systems And Related Services And Ballot Marking, Or Other Voting Devices Accessible To Individuals With Disabilities (Statewide)		
Award Number: <u>NEG-22659</u>	Contract Period	February 01, 2014 – April 30, 2021

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC66393	Dominion Voting Systems Corp. 215 Spadina Ave., Ste. 200 Toronto, ON M5T2C7 Canada Federal ID: 980550251 NYS Vendor ID: 1100009621	<u>Price List</u> <u>Executed Contract</u>
	Contact Information: Dominion Voting Systems Corp. 1201 18th Street, Suite 210 Denver, CO 80202	Phone: 416-762-8683 (263) Pria Ingrum Fax No.: 416/762-8663 E-mail: pria.ingrum@dominionvoting.com
	Sales/Billing: Dominion Voting Systems Corp. 215 Spadina Ave., Ste. 200 Toronto, ON M5T2C7 Canada	Phone: 720-257-5209 (9209) Ivan Lobo Fax No.: 416/762-8663 E-mail: ivan.lobo@dominionvoting.com
	Maintenance/Service: Dominion Voting Systems Corp. 2010 Redbud Suite 110 McKinney, TX 75069	Phone: 214/491-5218 (9332) Phone: 416/762-8683 (6111) Susan Martin Fax No.: 972/542-3260 E-mail: susan.martin@dominionvoting.com
PC66394	Election Systems & Software, LLC 11208 John Galt Blvd. Omaha, NE 68137 Federal ID: 470617567 NYS Vendor ID: 1000009376	<u>Price List</u> <u>Executed Contract</u>
	Sales/Billing: Stephanie Berry Phone: 402/ 938-1359 Fax No.: 402/970-1291 Email: smberry@essvote.com	
	Maintenance/Service: Al Moraczewski Phone: 402/591-0101 Toll Free: 877/ 377-8683 Fax No.: 402/ 970-1291 Email: awmoraczewski@essvote.com	
1% Discount for payment within 15 days of delivery and or receipt of invoice		



March 17, 2021

Warren County, NY

Q00005913

Prepared by:
Gio Costantiello
gio.costantiello@dominionvoting.com

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Consumables/Parts					
ICP Upper Plastic Mylar Ballot Shield		120-000057	42	\$30.00	\$1,260.00
ICP Lower Plastic Mylar Ballot Shield		120-000056	42	\$22.00	\$924.00
				Sub-Total	\$2,184.00
Support Services					
Onsite Support - Voting System Equipment (/hr)		S80007	21	\$300.00	\$6,300.00
				Sub-Total	\$6,300.00
Purchase Sub-Total					\$8,484.00
Purchase Total					\$8,484.00

Terms and Conditions

Contract Number: PC66393
Group Number: 22300
Award Number: 22659

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)