



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMMISSIONER OF FINANCE

ANTHONY SCIROCCO
COMMISSIONER OF PUBLIC WORKS

ROBIN DALTON
COMMISSIONER OF PUBLIC SAFETY

JOHN FRANCK
COMMISSIONER OF ACCOUNTS

City of Saratoga Springs, NY

Request for Proposal

Proposed Firehouse #3 - Construction Management

*PREPARED BY: Aaron Dyer – Assistant Chief
June 16, 2021*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2021-12 – Proposed Firehouse #3 – Construction Management Services

Name of Bidder: _____

RFP Opening: Tuesday, July 13th, 2021 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866**

NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Proposed Firehouse #3 – Construction Management Services. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway Suite 14, Saratoga Springs, New York, 12866, by Tuesday July 13th, 2021 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the Request for Proposal (RFP) may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five (5) days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, the name of the bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No Bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. A Bidder may withdraw their bid response in writing immediately following this sixty (60) day per New York State Finance Law §163(9)(e). The City reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents per New York State Finance Law §163(9)(d).

INSTRUCTIONS TO BIDDERS

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of Bidders and are not to be detached from the bid. ***Failure to submit the required forms at the time of bid submission may disqualify the bid submission.***

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven (7) or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a Bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five (5) days before bids are opened. All Addenda shall be emailed to each person whose name and address are on record with the City as having obtained a bid packet or has attended a pre-bid meeting. All such Addenda shall become part of the bid and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the Bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:

Each Bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the **Non-Collusion and Vendor Code of Conduct Affidavit** on the form

herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

5. RISK AND SAFETY AGREEMENT AND CERTIFICATE OF INSURANCE:

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. A Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission

6. APPRENTICESHIP PROGRAM:

The City of Saratoga Springs hereby requires any contractor on a project in excess of Two Hundred Thousand Dollar (\$200,000.00) aggregate, at the time of bid date, or submission of quote, and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of Fifty Thousand Dollar (\$50,000.00) aggregate, at the time of bid date, or submission of quote, and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of Two Hundred Thousand Dollar (\$200,000.00) aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor, and which have a graduation rate of at least thirty percent (30%).

7. CORRECTIONS:

The Bidder must initial erasures or other changes in the bid.

8. RECEIVING BIDS:

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's office, whose duty it is to open them shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

9. OPENING OF BIDS:

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for bid opening.

11. EVALUATION PROCESS:

After the bid opening, each Bidder's proposal will be screened for completeness and conformance with the requirements for this bid submission as set forth under the **Bidders Submittal Instructions**. Written bid amounts are the legally binding bid amount. Numeric bid amounts are viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the RFP, may be deemed nonresponsive and given no further consideration. Proposals meeting the City's requirements shall be evaluated first on technical information (i.e. operational plan, company background, staffing and personnel biographies, relevant experience, references) and then on the cost proposal.

12. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it shall be awarded to the responsive and responsible Bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders.

If the contract is awarded, it shall be awarded to the responsive and responsible Bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The Bidder to whom the award is made will receive a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to:

- a. reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest;
- b. consider as not responsible any Bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract;
- c. award the bid, in part, on the Bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs;
- d. give preference to Minority Women Business Enterprise (MWBE) businesses; and/or
- e. extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

13. EQUAL EMPLOYMENT OPPORTUNITY:

The City, state and federal government have stringent requirements for ensuring that all Bidders comply with regulations requiring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Bidders will be required to abide by those requirements.

14. AMERICANS WITH DISABILITY ACT:

The Bidder agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Bidder agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Bidder. The Bidder agrees that accommodations will be provided upon request to allow individuals with disabilities to participate in all services, programs and activities provided by the Bidder.

15. CIVIL RIGHTS:

The City, 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 its regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide the opportunity for disadvantaged business enterprises to 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.

16. SEXUAL HARRASSMENT:

Every employer in the New York State is required to adopt a sexual harassment prevention policy giving all employees a legal right to a workplace free from sexual harassment. The City is committed to maintaining a workplace free from sexual harassment. Per New York State law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

17. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful Bidder.

BIDDING SUBMITTAL INSTRUCTIONS

Failure to submit RFP documents as required may lead to an immediate disqualification. In order to guard against premature opening of the bid documents, your bids must be returned and enclosed in a sealed and clearly labeled envelope as follows:

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the RFP in question (seven [7] copies). Additionally, the respondent shall submit one (1) Adobe Acrobat electronic format (PDF), file size not to exceed 10MB, of the proposal on a USB flash drive.
- Non-Collusive Bidding and Vendor Code of Conduct Certification
- Risk & Safety Agreement and Certificate of Insurance

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2021-12 – Proposed Firehouse #3 – Construction Management Services

Name of Bidder: _____

Bid Opening: Tuesday, July 13th, 2021 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866**

STATEMENT OF SPECIFICATIONS:

Proposed Firehouse #3 – Construction Management Services

Section 1

Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the City of Saratoga Springs, NY (hereinafter referred to as “the City”) seeking proposals from qualified firms to provide construction management (CM) services for the development of a new fire station.

The timeline for contractor selection and project delivery is as follows:

- RFP issued on June 23, 2021
- Proposal submission Due Date is July 13, 2021
- Interview of responding firm(s), if necessary, during the week of July 19, 2021.
- CM Firm selected and notified by TBD
- Kick-off meeting with CM firm on TBD

1.2 AUTHORITY

RFPs must be submitted by persons authorized to commit the responding qualified firm to a procurement contract or agreement. By submitting your written proposal you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

1.3 COSTS FOR PROPOSAL PREPARATION

Any costs incurred in preparing or submitting a proposal shall be the respondent’s sole responsibility.

1.4 DISQUALIFICATION OF PROPOSALS

The City reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work.

It shall be the respondent’s sole risk to assure delivery of the proposal to the City by the designated time. The City will not evaluate any proposals after the deadline specified in this RFP. Faxes will not be accepted and materials incorrectly addressed are not likely to be considered.

Upon determining that such actions would be in the best interest of the City of Saratoga Springs, the City in its sole discretion reserves the right to reject or refuse to consider any or all of the submitted proposals received in response to this RFP.

1.5 ADDENDA TO THIS RFP

The City may need to issue one or more addendum related to this RFP. Such addenda shall be added to the original RFP document and posted on the City website: <http://www.saratoga-springs.org>. It shall be the responsibility of prospective firms and other interested parties to familiarize themselves with the website and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.6 PROPOSALS AND MATERIALS SUBMITTED

All firms who choose to participate in the selection process or respond to the RFP agree that the City owns all rights related to the materials submitted in response to this RFP, and all ideas, concepts, designs, titles and other elements associated therewith, whether or not respondent is selected, and whether or not developed by a respondent or included in the final design. Such materials will not be returned to respondents and may be used by the City and its designees as may be in its best interest in any manner and in any media whatsoever.

1.7 FINAL CONTRACT

The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response by the City does not obligate the City in any manner. The City shall not be responsible for work done, even in good faith, prior to execution of a final contract.

Pending City Council authorization, a professional services agreement will be executed between the City and the selected CM firm. The Standard Form of Agreement between Owner and Construction Manager as Adviser (AIA Document C132-2009 edition) will be used as the basic contract for construction management services. The Owner reserves the right to make modifications to this document. In the event of any conflict between the terms and conditions stated in any amendments and those in any part of the AIA Document C132-2009, the amended document shall supersede the AIA Document and shall govern in all respects.

If an agreement cannot be executed in a timely manner, the City may terminate negotiations and solicit services for the project from other consultants that submitted responses to this RFP.

1.8 INSPECTION OF PROPOSALS

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. The City treats proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. Information clearly marked as “Confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

1.9 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

1.10 FEE STRUCTURE

The fee structure shall be as submitted on the Fee Proposal Form.

1.11 IMMUNITY FROM LIABILITY

Every person who is a party to this agreement is hereby notified and agrees that the City is immune from liability and suit for or from the firm’s activities involving third parties and arising from any contract resulting from this RFP.

1.12 PREVAILING LAW

The terms and provisions of this RFP, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of New York.

1.13 RESERVATION OF RIGHTS

The City may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all responses hereto, (v) extend the deadline for submission of proposals hereto, (vi) negotiate or hold discussions with any respondent and waive defects and allow corrections of deficient proposals that do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if the City deems it in its best interest to do so. The City may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in the preparation of the responses hereto or otherwise.

Section 2

Scope of Work and Services

2.1 BACKGROUND

The City of Saratoga Springs is proposing to construct a FIRE Station at Henning Road in Saratoga Springs, NY.

The project site is located in Saratoga Springs on 2.36 acres of state land that is part of the Oklahoma training track property. The City has an Easement Agreement with the State of New York (NYRA), acting through the Franchise Oversight Board. The state and NYRA have already signed off on the Easement Agreement, which they see as boosting the level of fire protection available at the historic Saratoga Race Course.

The City has procured CHA as an architectural/ engineering (A/E) team for this project. The City has set a schematic design completion date of Late June 2021. A preliminary space needs analysis has been completed with an estimated 16,000 sq. ft. building. The estimated total inclusive project budget is \$6.7 Million.

2.2 OBJECTIVES

The City is seeking a qualified firm to provide construction management (CM) services for the development of the new Fire Station #3.

The Construction Manager will be part of the design team and will participate throughout the design, bid, construction, and commissioning of the building. The City of Saratoga Springs will participate in the management of design and design reviews with the architectural team CHA. The CM firm is not allowed to also self-perform architectural and/or construction work throughout this project.

The CM firm will need to comply with federal, state and local codes, restrictions and processes throughout the project and be inclusive in any recommendations.

The CM firm will be responsible for organizing, scheduling, assisting and attending meetings necessary to expedite project delivery, progress meetings, council and public meetings and post project evaluation meetings.

2.3 TASKS

The CM firm is expected to provide comprehensive CM services throughout all phases of the public safety building development: Design, Bid and Construction. Consultant tasks and deliverables and assumptions for bidding purposes are specified in the following outline which should be utilized to determine a project cost for this proposal.

Pre-Construction – Design Phase

1. Work with the selected A/E firm CHA to develop project cost estimating; develop a project cost cash flow projection and provide plan review;
2. Establish a construction schedule, including phasing and sequencing of the construction work, with approval milestones;
3. Provide value engineering recommendations for building systems, products, and materials; suggest ways to coordinate trade contractors to ensure smooth organization and optimum efficiency;
4. Contract document/ Specification coordination;
5. Provide or write specifications and coordinate with A/E firms on specific sections;
6. Assist and attend project progress meetings and public presentations of the proposed design and related costs as necessary.

Pre-Construction - Bid Phase

1. Assist with identification of vendor services; determine availability of trades and materials; encourage participation from a wide variety of trade subcontractors to ensure that a large number of competitive bids are obtained;
2. Assist with preparing scope of work document for construction bid packages, issue, review and make award recommendations;
3. Assist and attend pre-bid meetings/ conference calls;
4. Review and analyze all bids, determine the validity of such bids, conduct thorough scope review and prepare written analyses, comparisons, and recommendations.

Construction and Commissioning Phase

1. Develop a process for quality control for on-site construction, defines roles and responsibilities, efficiently processes change orders;
2. Progress reports, including periodic financial disposition and timeline of the project;
3. Provide full time on-site supervision during construction of the entire project, managing multiple prime contractors appropriately and coordinating with A/E and Owner on everyday construction related activities

The City anticipates that during all phases the construction manager will coordinate on a regular basis with the individuals and committees described below:

1. On a daily basis, the construction manager will work with and receive direction from City of Saratoga Springs.
2. On a weekly or bi-weekly basis, and as needed, the construction manager will meet with (in person or by conference call) the City and Project Teams. The Project Team is responsible for overseeing management of the programming, design, budget, and schedule.

2.4 DELIVERABLES

The City anticipates that throughout all phases, the CM firm will provide, as appropriate, the following deliverables outlined below:

1. Constructability reviews;
2. Value engineering reviews;
3. Detailed project schedule tracking;
4. Detailed project budget tracking;
5. Progress meetings, communications and meeting minutes;
6. City update meetings;
7. Equipment procurement and fabrication progress tracking;
8. On-site Construction Management of General, Mechanical, Plumbing and Electrical contractors;
9. Monitor/ Coordinate daily construction;
10. Construction quality control;
11. Change Order administration;
12. Punch list tracking;
13. Review and provide electronic copies of all files at project close out, including as-builts, guarantees, warranties, maintenance and procedure manuals for new equipment, lien waivers and other necessary construction close out documents.

All deliverables will be submitted to the City in Adobe Acrobat electronic format (PDF). All technical specifications shall be provided in Microsoft Word format (Version 10.0 or later). All drawings shall be delivered in PDF format. All drawings shall be formatted to be printed and viewable on 11 x 17 size paper. All work produced for this project will become property of the City.

Section 3

Evaluation Criteria and Proposal Content

3.1 PROPOSAL EVALUATION CRITERIA

The evaluation shall be based on a numerical rating. Factors not specified in the Request for Proposal shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document.

The evaluation committee may select a CM firm from these submissions, or conduct a second tier in-person interview with selected CM firms from the initial offerings. In the event of a second stage, the selection committee will notify the selected CM firms of interview dates and times. This notification shall include the interview evaluation criteria.

3.2 PROPOSAL CONTENT ORGANIZATION

Respondents shall organize their submissions in such a way as to follow the general evaluation criteria listed below.

A. Proposal Cover Form

Include a completed and signed Proposal Cover Form (Attachment A).

B. Table of Contents

C. Qualifications Criteria

1. Firm Description, Qualifications and Relevant Project Experience

- a) Provide a firm profile to include a list of the key personnel and manager of the firm.
- b) Provide a summary of the project team, field staff, and their capabilities and experience. Also note their ability to meet the project workload with the timelines established. The firm and key personnel must have no less than ten (10) years actual construction management experience in the services to be provided. Experience with public sector projects is preferred.
- c) Provide up to three (3) representative projects that are relevant to the proposed Fire Station #3 Building (e.g. Fire Stations, Public Safety Buildings). Representative projects must have been performed by the firm during the last ten (10) years and should include the following:
 - a. Images of exterior, interior and details most relevant to this project.
 - b. Location and program description, including gross square feet, height, systems (structural, MEP), and special features including any special elements.
 - c. Client – owner’s name, three contacts within the organization who worked on the building such as the head of the organization, facility manager, financial officer, and owner’s representative. Contact information should include, at a minimum, the telephone number and address.
 - d. Sustainable building strategies employed (e.g.- solar, recycled materials, no VOCs).
 - e. Budget: original budget, budget changes, and final cost in US dollars.
 - f. Schedule: design start and completion, construction start and completion.
 - g. Project Role: Construction Manager or other.

2. Approach to Project Scope

Provide a statement describing your firm’s approach to the project scope and overall project management including:

- a. Proposed methodology and technical approach to each Phase and approach to on-site construction supervision;
- b. Understanding of scope of work and defined responsibilities;
- c. Proposed timeline, cost control, quality assurance, documentation process, construction bid and award administration and other factors that impact the project.
- d. Explanation of the ability to coordinate and communicate with multiple end users;
- e. Note experience with other similar fire station projects completed in the last 5 years in NYS.
- f. Describe any process used to creatively engage public safety staff and other stakeholders in all stages of construction.

3. Fee Informational Forms

Provide a completed Informational Fee Form (Attachment B) based on the scope of services and deliverables outlined in this RFP. The CM firm must itemize the pre-construction services separate from construction services. The total shall include all direct and indirect costs, including travel and duplication expenses.

D. References

Provide a completed Qualifications Reference Form (Attachment C) listing three (3) references for your firm or project team that can attest to the performance and quality of work provided by your firm for the scope of services identified in this document.

Section 4.0
Proposal Cover Form

Informational Cover Form - Proposed Fire House #3 Construction Management Services

Date: _____

City of Saratoga Springs, New York

I/we, being familiar with your local conditions, having studied the existing site conditions and being familiar with all the factors and other conditions affecting the work, are hereto attaching the following documents:

- 1) Proposal Submission per Section 3.2
- 2) Fee Proposal Form (Attachment B)
- 3) Qualifications Reference Form (Attachment C)

I/we, the undersigned, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to execute the work, in accordance with this solicitation and are hereby submitting the following proposal:

The purpose of this project is to provide Construction Management Services for the Proposed Fire House #3 project, located at Henning Road in Saratoga Springs NY 12866

Pre-Construction Services (Not-to-Exceed): \$ _____

Construction Services (Not-to-Exceed): \$ _____

Total Cost (Not-to-Exceed): \$ _____

Written Amount: _____ Dollars

Interested firms may, at their discretion, suggest additional services not explicitly requested by this RFP. Proposals should include itemized costs for additional services. Please note that additional services may or may not be awarded by the City and that costs for additional services are excluded from the base proposal.

Qualifications Reference Form

Applicant Firm Name: _____

Contact Person: _____

Address: _____

City, State, and Zip Code: _____

Telephone: _____

Reference #1

Owner or Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Year (s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone: _____

Reference #2

Owner or Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Year (s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone: _____

Reference #3

Owner or Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Year (s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone: _____

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as “irregular” or “non-responsive” any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as “non-responsive”. All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES: \$ _____

TOTAL BID WRITTEN: _____

COMPANY NAME: _____

ADDRESS: _____

_____ **Phone No. ()** _____ - _____
(City) (State) (Zip)

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

City Saratoga Springs’ NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs’ VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs’ Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____

Company Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2021 as the act and deed of said corporation of partnership.



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
- **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
- **Professional Errors and Omissions Insurance:** Two Million per Claim Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____ **Date:** _____