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City of Saratoga Springs

Request for Proposal

Weibel Ice Rink Chiller Replacement

PREPARED BY: Department of Public Works
PREPARED FOR: Department of Public Works
June, 2019

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2019-32 – Weibel Ice Rink Chiller Replacement

Name of Bidder: _____

RFP Opening: Tuesday, July 23, 2019 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Weibel Ice Rink Chiller Replacement. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 15 Vanderbilt Avenue, Saratoga Springs, New York, 12866, by Tuesday July 23, 2019 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 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, 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. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs 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. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



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.

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 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 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 attained a bid packet or has attended a pre-bid meeting *<as applicable>*. 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.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2019-32 – Weibel Ice Rink Replacement

Name of Bidder: _____

Bid Opening: Tuesday, July 23, 2019, 2019 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

4. NON-COLLUSIVE BIDDING 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 Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Failure to submit the executed Non-Collusive Agreement at the time of bid submission may disqualify the bid submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission may disqualify the bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of bid submission may disqualify the bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission may disqualify the bid submission.***

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a construction project in excess of \$225,000.00 aggregate, at the time of bid date 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 \$25,000.00 aggregate, at the time of bid date 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 \$225,000.00 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. The term "construction contract" shall mean any contract which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure.

9. CORRECTIONS

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

10. 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.**

11. 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.

12. 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.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for 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 requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. 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. The bidder to whom the award is made shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to 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 its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. AMERICANS WITH DISABILITY ACT

The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request, accommodations will be provided to allow individuals with disabilities to participate in all services, programs and activities.

17. CIVIL RIGHTS

The City of Saratoga Springs, New York, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

18. SEXUAL HARRASSMENT

Every employer in the New York State is required to adopt a sexual harassment prevention policy. All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs 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.

19. 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.

20. WAGES AND SALARIES

Attention of Bidders is called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in New York State Labor Law and the conditions of employment with respect to certain categories and classifications of employees.

All work is to be completed in accordance with the most current prevailing wage rate schedule. To view the PDF file of your schedule, copy and paste or type the following into your web browser:

<http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1481259>



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED 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 (2 Copies)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE RFP DISQUALIFICATION.

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

RFP #: 2019-32 – Weibel Ice Rink Chiller Replacement

Name of Bidder: _____

Bid Opening: Tuesday, July 23 2019 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
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Statement of Specifications

Weibel Ice Rink Chiller Replacement

1.01. SCOPE

Provide Microprocessor controlled, twin-screw compressor, air-cooled, liquid chillers York Model YVAA0213 or Equal, including but not limited to:

1. Chiller package
2. Charge of refrigerant and oil
3. Electrical power and control connections
4. Chilled liquid connections
5. Manufacturer start-up

B. Performance

Winter Conditions: 15-degree LWT @ -10 degrees Fahrenheit.

Summer Conditions: 15-degree LWT @ 95 degrees Fahrenheit.

NOTE: At ambient temperatures below 0 degrees Fahrenheit chiller must operate at full capacity.

1.02. QUALITY ASSURANCE

A. Products shall be Designed, Tested, Rated and Certified in accordance with, and Installed in compliance with applicable sections of the following Standards and Codes:

1. AHRI 550/590 – Water Chilling Packages Using the Vapor Compression Cycle
2. AHRI 370 – Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment
3. ANSI/ASHRAE 15 – Safety Code for Mechanical Refrigeration
4. ANSI/ASHRAE 34 – Number Designation and Safety Classification of Refrigerants
5. ASHRAE 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings
6. ANSI/NFPA 70 – National Electrical Code (N.E.C.)
7. ASME Boiler and Pressure Vessel Code, Section VIII, Division 1
8. OSHA – Occupational Safety and Health Act
9. Manufactured in facility registered to ISO 9001
10. Conform to Intertek Testing Services for construction of chillers and provide ETL/cETL Listed Mark

B. Factory Run Test: Chiller shall be pressure-tested, evacuated and fully charged with refrigerant and oil, and shall be factory operational run tested with water flowing through the vessel.

C. Chiller manufacturer shall have a factory trained and supported service organization.

D. Warranty: Manufacturer shall Warrant all equipment and material of its manufacture against defects in workmanship and material for a period of eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever occurs first. Parts 54 months (4 years), labor 54 months (4 years), Compressor 6 years.

1.03. DELIVERY AND HANDLING

A. Unit shall be delivered to job site fully assembled with all interconnecting refrigerant piping and internal wiring ready for field installation and charged with refrigerant and oil by the Manufacturer.

B. Provide protective covering over vulnerable components for unit protection during shipment. Fit nozzles and open ends with plastic enclosures.

C. Unit shall be stored and handled per Manufacturer's instructions.

1.04. MANUFACTURERS

A. The design shown on the Drawings is based on YORK model YVAA chiller manufactured by Johnson Controls / YORK. Alternate equipment will be acceptable if the manufacturer's equipment meets the scheduled performance and complies with these specifications. If equipment manufactured by a manufacturer other than that scheduled is utilized, then the Mechanical Contractor shall be responsible for coordinating with the General Contractor and all affected Subcontractors to insure proper provisions for installation of the furnished unit. This coordination shall include, but not be limited to, the following:

1. Structural supports for units.
2. Piping size and connection/header locations.
3. Electrical power requirements and wire/conduit and overcurrent protection sizes.
4. Chiller physical size on plant layout.
5. Site noise considerations.

B. The Equipment Manufacturer shall be responsible for all costs incurred by the City of Saratoga Springs, Subcontractors, and Consultants to modify the building provisions to accept the furnished alternate equipment.

1.05. GENERAL

A. Description: Furnish, Install, and Commission factory assembled, charged, and operational run tested air-cooled screw compressor chiller as specified herein and shown on the Drawings. Chiller shall include, but is not limited to: a complete system with multiple independent refrigerant circuits, semi hermetic twin screw compressors, shell and tube hybrid falling film type evaporator, air-cooled condenser, R134a refrigerant, lubrication system, interconnecting wiring, safety and operating controls including capacity controller, control center, motor starting components, and special features as specified herein or required for safe, automatic operation.

B. Operating Characteristics:

1. Provide low and high ambient temperature control options as required to ensure unit is capable of starting and operating from -10°F to 125°F (-23°C to 52°C) ambient temperature.

2. Cabinet: Unit panels, structural elements, control boxes and heavy gauge structural base shall be constructed of painted galvanized steel. All exposed sheet steel shall be coated with baked on powder paint to meet 1000-hour salt spray test in accordance with the ASTM B117 standard.

3. Shipping: Unit shall ship in one piece and shall require installer to provide only a single evaporator inlet and outlet pipe connection. If providing chiller model that ships in multiple pieces, bid shall include all the material and field labor costs for factory authorized personnel to install a trim kit to connect the pieces as well as all interconnecting piping and wiring.

1.06. COMPRESSORS

A. Compressor Motors: Refrigerant suction-gas cooled accessible hermetic compressor motor, full suction gas flow through 0.006" (0.1524 mm) maximum mesh screen, with inherent internal thermal overload protection and external current overload on all three phases.

B. Balancing Requirements: All rotating parts shall be statically and dynamically balanced.

C. Lubrication System: External oil separators with no moving parts, 450 psig (31 barg) design working pressure, and ETL listing shall be provided on the chiller. Refrigerant system differential pressure shall provide oil flow through service replaceable, 0.5 micron, full flow, cartridge type oil filter internal to compressor. Filter bypass, less restrictive media, or oil pump not acceptable.

D. Capacity Control: Compressors shall start at minimum load. Provide Microprocessor control to command compressor capacity to balance compressor capacity with cooling load.

1.07. REFRIGERANT CIRCUIT COMPONENTS

A. Refrigerant: R-134a. Classified as Safety Group A1 according to ASHRAE 34.

B. Equipment supplied shall comply with LEED Energy & Atmosphere Credit 4, Enhanced Refrigerant Management.

C. Each independent refrigerant circuit shall incorporate all components necessary for the designed operation including: liquid line shut-off valve with charging port, low side pressure relief device, removable core filter-drier and sight glass with moisture indicator.

D. Chiller manufacturer shall provide an independent circuit for each compressor to provide maximum redundancy during chiller operation. If equipment does not have independent circuits per compressor, manufacturer shall provide owner one spare compressor of each unique size.

E. Discharge lines shall be provided with manual compressor shut-off service valves.

HEAT EXCHANGERS

A. Evaporator:

1. Evaporator shall be shell and tube, hybrid falling film type with 2 pass arrangement to optimize efficiency and refrigerant charge. Tubes shall be high-efficiency, internally and externally enhanced type copper tubes with 0.035" (0.89 mm) minimum wall thickness at all intermediate tube supports to provide maximum tube wall thickness at the support area. Each tube shall be roller expanded into the tube sheets providing a leak proof seal, and be individually replaceable. Independent refrigerant circuits shall be provided per compressor.

2. Constructed, tested, and stamped in accordance with applicable sections of ASME pressure vessel code for minimum 235 psig (16 barg) refrigerant side design working pressure and 150 psig (10 barg) liquid side design working pressure.
3. Water boxes shall be removable to permit tube cleaning and replacement. Water boxes shall include liquid nozzle connections suitable for ANSI/AWWA C-606 couplings, welding, or flanges.
4. Provide vent and drain fittings, and thermo-statically controlled heaters to protect to -20°F (-28°C) ambient temperature in off-cycle. A separate power connection for evaporator heaters is required and shall be provided by the Contractor.
5. Connection location: Chilled liquid inlet and outlet nozzle connections are located at rear (opposite control panel) end of unit.

B. Air-cooled Condenser:

1. Condenser coils shall be microchannel type, parallel flow aluminum alloy tubes metallurgically brazed as one piece to enhanced aluminum alloy fins. Waterside economizer coil shall be tube and fin type with 3/8" diameter tube for low pressure drop and to avoid clogging. If microchannel economizer coils are provided, contractor is responsible to provide wye-strainer properly sized to avoid economizer coil clogging. Condenser coils shall be designed for 350 psig (24 barg) or higher working pressure. Economizer coils shall be designed for 150 psig (10.3 barg) or higher.
2. Low Sound Fans with Variable Speed Drives. All fans shall be powered by VSDs. Fans shall provide vertical air discharge from extended orifices. Fans shall be composed of corrosion resistant aluminum hub and glass-fiber-reinforced polypropylene composite blades molded into a low-noise airfoil section. Fan impeller shall be dynamically balanced for vibration-free operation. Fan guards of heavy gauge, PVC (polyvinyl chloride) coated or galvanized steel.
3. Fan Motors: High efficiency, direct drive, 3-phase, insulation class "F", current protected, Totally Enclosed Air-Over (TEAO), with double sealed, permanently-lubricated ball bearings. Open Drip Proof (ODP) fan motors will not be acceptable.

1.08. INSULATION

- A. Material: Closed-cell, flexible, UV protected, thermal insulation complying with ASTM C 534 Type 2 (Sheet) for preformed flexible elastomeric cellular thermal insulation in sheet and tubular form.
- B. Thickness: 3/4" (19mm).
- C. Thermal conductivity: 0.26 (BTU/HR-Ft²-°F/in) maximum at 75°F mean temperature.
- D. Factory-applied insulation over cold surfaces of liquid chiller components including evaporator shell, water boxes, and suction line. Liquid nozzles shall be insulated by Contractor after pipe installation.
- E. Adhesive: As recommended by insulation manufacturer and applied to 100 percent of insulation contact surface including all seams and joints.

1.09. ACOUSTICAL DATA

- A. Provide acoustical sound power or sound pressure level data in decibels (dB) at the scheduled eight (8) octave band center frequencies. A-weighted sound data alone is not acceptable.
- B. Provide all sound power or sound pressure level data at 100%, 75%, 50%, and 25% load.
- C. Supplied equipment shall not exceed scheduled sound power or sound pressure level data at any load point. The mechanical Contractor shall be responsible for any additional costs associated with equipment deviation.
- D. Acoustical performance ratings shall be in accordance with AHRI Standard 370.

1.10. POWER AND ELECTRICAL REQUIREMENTS

A. Power/Control Panel:

1. Factory installed and wired NEMA 3R, powder painted steel cabinets with tool lockable, hinged, latched, and gasket sealed outer doors equipped with wind struts for safer servicing. Provide main power connection(s), compressor starters and fan motor contactors, current overloads, and factory wiring.
2. Panel shall include control display access door.

B. Single Point Power:

1. Provide single point power connection to chiller, shall be 3 phase of scheduled voltage.
2. Single Point Disconnect: A non-fused disconnect and lockable external handle shall be provided at the point of incoming single point connection for field connection, interconnecting wiring to the compressors, and isolating the unit power voltage for servicing. Separate external fusing must be supplied, by others, in the incoming power wiring which must comply with local codes.

C. Control Transformer: Power panel shall be supplied with a factory mounted and wired control transformer that will supply all unit control voltage from the main unit power supply. Transformer shall utilize scheduled line voltage on the primary side and provide 115V/1Ø on secondary.

D. Short Circuit Withstand Rating of the chiller electrical enclosure shall be (380, 400, & 460V: 50,000 Amps). Rating shall be published in accordance with UL508.

E. Motor Starters: Motor starters shall be Variable Frequency Drive type with zero electrical inrush current. Wye-Delta, Solid State, and Across the Line type starters will not be acceptable.

F. Power Factor:

1. Provide equipment with power factor correction capacitors as required to maintain a displacement power factor of 95% at all load conditions.
2. The installing contractor is responsible for additional cost to furnish and install power factor correction capacitors if they are not factory mounted and wired.

G. All exposed power wiring shall be routed through liquid-tight, UV-stabilized, non-metallic conduit.

Supplied equipment shall not exceed scheduled Minimum Circuit Ampacity (MCA.) The mechanical Contractor shall be responsible for any additional costs associated with equipment deviation

1.11. CONTROLS

A. General:

1. Provide automatic control of chiller and waterside economizer operation including compressor start/stop and load/unload, anti-recycle timers, condenser fans, evaporator pump, evaporator heater, waterside economizer bypass valve, unit alarm contacts and run signal contacts.
2. Chiller shall automatically reset to normal chiller operation after power failure.
3. Unit operating software shall be stored in non-volatile memory. Field programmed set points shall be retained in lithium battery backed regulated time clock (RTC) memory for minimum 5 years.
4. Alarm contacts shall be provided to remote alert for any unit or system safety fault.

B. Display and Keypad:

1. Provide minimum 80 character liquid crystal display that is both viewable in direct sunlight and has LED backlighting for nighttime viewing. Provide one keypad and display panel per chiller.

2. Display and keypad shall be accessible through display access door without opening main control/electrical cabinet doors.
3. Display shall provide a minimum of unit setpoints, status, electrical data, temperature data, pressures, safety lockouts and diagnostics without the use of a coded display.
4. Descriptions in English (or available language options), numeric data in English (or Metric) units.
5. Sealed keypad shall include unit On/Off switch.

C. Programmable Setpoints (within Manufacturer limits): Display language, chilled liquid cooling mode, local/remote control mode, display units mode, system lead/lag control mode, remote temperature reset, remote current limit, remote sound limit, low ambient temperature cutout enable/disable, leaving chilled liquid setpoint and range, maximum remote temperature reset.

D. Display Data: Chilled liquid leaving and entering temperatures; outside ambient air temperature; lead system; evaporator pump status; active remote control; compressor suction, discharge, and oil pressures per refrigerant circuit; compressor discharge, motor, and oil temperatures per refrigerant circuit; saturation temperatures per refrigerant circuit; compressor speed; condenser fan status; condenser subcooling temperature; condenser drain valve percentage open; compressor capacity in percentage of Full Load Amps; compressor number of starts; run time; operating hours; evaporator heater status; history data for last ten shutdown faults; history data for last 20 normal (non-fault) shutdowns.

E. Predictive Control Points: Unit controls shall avoid safety shutdown when operating outside design conditions by optimizing the chiller controls and cooling load output to stay online and avoid safety limits being reached. The system shall monitor the following parameters and maintain the maximum cooling output possible without shutdown of the equipment: motor current, suction pressure, discharge pressure, starter internal ambient temperature, and starter baseplate temperature.

F. System Safeties: Shall cause individual compressor systems to perform auto-reset shut down if: high discharge pressure or temperature, low suction pressure, low motor current, high/low differential oil pressure, low discharge superheat, high motor temperature, system control voltage.

G. Unit Safeties: Shall be automatic reset and cause compressors to shut down if: high or low ambient temperature, low leaving chilled liquid temperature, under voltage, flow switch operation. Contractor shall provide flow switch and wiring per chiller manufacturer requirements.

H. Manufacturer shall provide any controls not listed above, necessary for automatic chiller operation. Mechanical Contractor shall provide field control wiring necessary to interface sensors to the chiller control system.

1.12. ACCESSORIES AND OPTIONS

Free Cooling Option required on this chiller. Free Cooling upgrade to be performed by Fisen Engineering, 6871 Dutton Industrial Drive Dutton, MI 49316.

Free cooling scope of work listed below:

Economizer Free Cooling Coils

- External Air Cooled Evaporator Economizer Coils Provided and Installed
- Economizer Coils Designed to Deliver Full Capacity at 4 F and Below Down to -20 F
- Partial Free Cooling Available When Ambient Temp is Below Return Water Temp
- Bypass Configuration for Simultaneous Economizer and Chiller Operation (3-way)
- 3-Way Control Valve Provided and Installed
- Temperature Controls and End Devices Included
- BACnet Compatible Controls
- Automatic Operation and Bypass Setpoint (adjustable)
- Piping and Headers Installed and Pressure Tested
- Single Suction and Single Discharge Piping Connections

- Integral Welded Piping with ANSI/AWWA C-606 Couplings to Chiller
- 3/4" Elastomeric Insulation Provided and Installed on CHW Piping (Excluding Econ. Loop)
- Provide Flow Switch Installed by Others
- Functional Testing and Documentation
- Fisen Submittal, Engineering and IOM Package
- Hail Guards Provided for Field Installation (Hood Design)
- Hail Guards Painted to Match Chiller

A. CONTROLS OPTIONS:

1. Building Automation System Interface: Chiller to accept BACnet MS/TP, N2 and Modbus protocol from BAS (by others). BACnet to be BACnet Testing Laboratories (BTL) listed and support BACnet Automatic Discovery to eliminate field commissioning of chiller controls.

B. GENERAL OPTIONS:

1. Vibration Isolation (All Options Field Mounted by Contractor):
 - a. Provide 1" Deflection Spring Isolators: Level adjustable, spring and cage type isolators for mounting under the unit base rails.

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: _____

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

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



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.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company: _____ Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2019 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers 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 vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs 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 of Saratoga Springs 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 of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs 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 of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: 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.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers 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 are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier 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.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its 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: _____



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

(For Construction Projects Whose Values are Less Than One Hundred Thousand Dollars)

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.: _____
 Contractor 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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor 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, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor 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 & Safety Management must approve all insurance certificates. The City of Saratoga Springs 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 Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs 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 of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City 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:** One Million Dollars per Occurrence 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 Contractor 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 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 Contractor 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 Contractor 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 Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs 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 Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), 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 Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. 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 Contractor, as aforesaid.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this

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

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

Contractor Signature: _____ **Date:** _____