



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

PETER MARTIN
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Invitation for Bid

Pipe, Fittings, Hydrants and Valves

PREPARED BY: Department of Public Works
PREPARED FOR: Department of Public Works
April 2019

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2019-22 – Pipes, Fittings, Hydrants and Valves

Name of Bidder: _____

IFB Opening: Tuesday, April 30, 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 Pipes, Fittings, Hydrants and Valves. The sealed bid 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, April 30, 2019 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the invitation for bid (IFB) 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. Bid will be awarded on an Item-Group by Item Group basis to the responsive and responsible bidder(s) offering the lowest price for each Item-Group.

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 Subsequent to sixty days an offer may be withdrawn in writing.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 Springs, NY**



Instructions to Bidders

1. IFB DOCUMENTS

This document includes a complete set of the IFB specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDUMS

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 an Addendum 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 email address is on record with the City as having attained a bid packet or has attended a pre-bid meeting if *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:

IFB #: 2019-22 - Pipes, Fittings, Hydrants and Valves

Name of Bidder: _____

Bid Opening: Tuesday, April 30, 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. CORRECTIONS

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

7. 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.**

8. 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.

9. 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.

10. 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 IFB, may be deemed nonresponsive and given no further consideration.

11. AWARD OF CONTRACT: REJECTION OF BIDS

If the contract is awarded, it shall be awarded to the responsive and responsible bidder submitting the lowest 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 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.

The City also reserves the right to 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.

The City also reserves the right to award the bid, in part, on the bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs.

The City reserves the right to extend the contract for three one-year terms from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

12. 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.

13. 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.

14. 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 U.S.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.

15. SEXUAL HARASSMENT

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.

16. 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. Preference may be given to MWBE businesses.

17. UNIT PRICES {as applicable}

- a. The Unit Price for each of the items in the bid shall include its prorated share of overhead and profit so that the sum of which product is obtained by multiplying the quantity shown for each item by the Unit Price bid represents the total bid. The quantities shown in the bid are approximate quantities only and are given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The unit price bid shall also include an allowance for increased prices due to changed market conditions during the period of the contract. Any bid not conforming to these requirements may be rejected.
- b. Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by its' self and not considered in connection with the bid submitted on any other item or items.

- c. All unit price work will include the cost of performing any incidental work, not specifically covered by the unit description, but necessary and/or convenient for the completion of the unit price work.
- d. Prices quoted herein will remain in effect for the contract period (1 year from date of award).
- e. All prices shall be quoted **delivered** to the City of Saratoga Springs.
- f. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

18. DELIVERY

Only those contractors that can guarantee delivery within three (3) days to the DPW Garage, 29 Vanrensselaer St, Saratoga Springs, or directly to the job site within the City of Saratoga Springs, will be deemed acceptable bidders.

19. EMERGENCY PURCHASING

In the event of an emergency as defined in the City Purchasing Policy requiring the prompt and immediate delivery of products or services, the City reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources as described in "Emergency Purchasing".

20. INVENTORY REQUIREMENTS

In order to meet the eligibility criteria as a qualified bidder under this bid proposal, the contractor must maintain an adequately stocked facility specializing in the sales of municipal water and sewer pipe, fittings, hydrants, valves and associated hardware.

21. QUOTES AND INVOICES

All orders placed for items listed in this bid specification must accompany a City issued purchase order number and be referenced on the invoice.

22. NEW NYS DOH LEAD FREE REGULATIONS

Be advised that the City of Saratoga Springs, under the terms and conditions of this bid specification, requires all materials included in this specification must comply with Public Law 111-380, as amendment to the Safe Drinking Water Act, prohibiting the use of brass products containing more than 0.25 percent lead.



Bidders Submittal Instructions

**BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:
FAILURE TO SUBMIT IFB DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE IFB
DISQUALIFICATION**

Step One:

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

- Your response to the IFB in question
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Vendor Service Agreement

Step Two:

Enclose your bid in a sealed envelope marked:

IFB #: 2019-22 – Pipes, Fittings, Hydrants and Valves
Name of Bidder: _____
Bid Opening: Tuesday, April 30, 2019 at 2:00 p.m.

Step Three:

Please return your response to this IFB to the following address:

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

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

Specifications & Proposal Forms

Item Groups- Bid will be awarded on an Item-Group by Item-Group basis to the responsive and responsible bidder(s) offering the lowest price for each Item Group.

NOTE: When an Item is shown with an estimated quantity of zero, Bidders are asked to present a Unit Price but are not to fill in a Total Price for that line Item.

IF A BIDDER FILLS IN A UNIT PRICE BUT COMPLETES AN ERROR IN MULTIPLYING THE ESTIMATED QUANTITY BY THE UNIT PRICE, OR BY SUMING THE TOTAL PRICE FOR A GROUP, THEN THE CITY WILL ASSUME THE UNIT PRICE PRESENTED AS CORRECT AND RETAINS THE RIGHT TO CORRECT THE GROUP ITEM PRICE BASED ON THE UNIT PRICE FIGURE AFTER BID SUBMISSION.

DUCTILE IRON PIPE

The supplier shall furnish various diameters of cement lined, ductile iron, push on joint water pipe. Pipe shall be a minimum Class 52 thickness, in accordance with the requirements of ANSI A 21.51 and A 21.11. In this specification, straight sections shall be termed pipe. Branches, bends, tees, reducers, sleeves, special couplings, etc., shall be termed fittings. All pipe shall be furnished in 18 to 20 foot nominal laying lengths with the required joint accessories, consisting of rubber gaskets and lubricant. In addition, a sufficient quantity of serrated silicon bronze wedges (minimum 2 per pipe joint) must be supplied (at no additional cost) for each order of Ductile Iron Pipe/Push On Joint supplied.

Payment for this item will be made at the unit price bid, per linear foot, complete with gaskets and lubricant for various sizes shown.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1a	100	LF	4"	\$	\$
1b	200	LF	6"	\$	\$
1c	100	LF	8"	\$	\$
1d	0	LF	10"	\$	Zero Quantity
1e	0	LF	12"	\$	Zero Quantity
1f	0	LF	14"	\$	Zero Quantity

CAST IRON FITTINGS

The supplier shall furnish various diameter branches, bends, tees, reducers, solid sleeves or other fittings to fit cement lined, ductile iron water pipe. All pipe fittings shall be mechanical joint, cast iron and meet all applicable requirements of current ANSI 21.10 and ANSI 21.11. All fittings shall be standard cement lined and have a minimum pressure rating of 250 psi. The supplier shall furnish the required joint accessories consisting of cast iron glands, high strength low-alloy steel tee bolts and nuts, rubber gaskets and joint lubricant. Fittings may be ordered separately or with truckloads of pipe.

Payment for this item will be made at the unit price bid per each pound for the total weight of the fitting.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	200	LBS	Cast Iron Fittings	\$	\$
Item #1 & #2 Group Price for Ductile Iron Pipe and Cast Iron Fittings					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

PVC SANITARY SEWER PIPE

The supplier shall furnish various diameters of gasketed, push-on joint polyvinyl chloride (PVC) sewer pipe having a Standard Dimensional Ratio (SDR) of 35. Pipe supplied under this item shall be made from resin that meets ASTM D1784 and conforms to ASTM D3034 for sizes 4"-15". Joints and rubber gaskets shall conform to ASTM D3212 and ASTM F477. Pipe bell shall be integral to pipe having same pipe strength and spigot pipe ends shall be supplied from factory with bevels and marked for proper insertion depth. Standard laying length shall be approximately 14 feet and pipe shall be colored green to identify it for sewer applications.

Payment for this item will be made at the unit price bid, per linear foot for various sizes shown.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3a	200	LF	4"	\$	\$
3b	200	LF	6"	\$	\$
3c	0	LF	8"	\$	Zero Quantity
3d	0	LF	10"	\$	Zero Quantity
3e	0	LF	12"	\$	Zero Quantity
3f	0	LF	15"	\$	Zero Quantity

PVC SANITARY SEWER PIPE FITTINGS

The supplier shall furnish various diameters of gasketed, push-on joint polyvinyl chloride (PVC) sewer pipe fittings having a Standard Dimensional Ratio (SDR) of 35. Fittings supplied under this item shall conform to ASTM F-1336. Fittings shall be designed and manufactured to connect to gravity sewer pipe which conforms to ASTM D1784, D3212, and D477. Fittings may be ordered separately or in conjunction with sewer pipe orders.

Payment for this item will be made at the unit price bid for each fitting shown.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4a	6	Each	4" 22-1/2°	\$	\$
4b	6	Each	4" 45°	\$	\$
4c	6	Each	4" 90°	\$	\$
4d	6	Each	4" Tee	\$	\$
4e	6	Each	4" Wye	\$	\$
4f	6	Each	6" 22-1/2°	\$	\$
4g	6	Each	6" 45°	\$	\$
4h	6	Each	6" 90°	\$	\$
4i	6	Each	6" Tee	\$	\$
4j	6	Each	6" Wye	\$	\$
4k	0	Each	8" 22-1/2°	\$	Zero Quantity
4l	0	Each	8" 45°	\$	Zero Quantity
4m	0	Each	8" 90°	\$	Zero Quantity
4n	0	Each	8" Tee	\$	Zero Quantity
4o	0	Each	8" Wye	\$	Zero Quantity

PVC Sanitary Sewer Pipe (SDR35) Fittings continued on next page

PVC SANITARY SEWER PIPE (SDR35) FITTINGS					
continued					
BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4p	0	Each	10" 22-1/2°	\$	Zero Quantity
4q	0	Each	10" 45°	\$	Zero Quantity
4r	0	Each	10" 90°	\$	Zero Quantity
4s	0	Each	10" Tee	\$	Zero Quantity
4t	0	Each	10" Wye	\$	Zero Quantity
4u	0	Each	12" 22-1/2°	\$	Zero Quantity
4v	0	Each	12" 45°	\$	Zero Quantity
4w	0	Each	12" 90°	\$	Zero Quantity
4x	0	Each	12" Tee	\$	Zero Quantity
4y	0	Each	12" Wye	\$	Zero Quantity
4z	0	Each	15" 22-1/2°	\$	Zero Quantity
4aa	0	Each	15" 45°	\$	Zero Quantity
4ab	0	Each	15" 90°	\$	Zero Quantity
4ac	0	Each	15" Tee	\$	Zero Quantity
4ad	0	Each	15" Wye	\$	Zero Quantity
Item #3 & #4 Group Price for PVC Sanitary Sewer Pipe (SDR35) & Fittings					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

PIPE RESTRAINTS

The supplier shall furnish Megalug Series 1100 mechanical joint, wedge-type restraints as manufactured by EBAA Iron Inc., or an approved equal, which conform to ANSI/AWWA C111/A 21.11 or C153/A21.53 and pipe restraints must be made of ductile iron and supplied complete with all necessary installation components including, but not limited to, the restraint gland, gripping wedges, and torque limiting twist-off nuts included as part of the pipe restraint. Evidence of acceptability will be the manufacturer's certification or certified test results indicating conformance with the requirements of this specification.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5a	6	Each	4"	\$	\$
5b	20	Each	6"	\$	\$
5c	6	Each	8"	\$	\$
5d	6	Each	10"	\$	\$
5e	6	Each	12"	\$	\$
5f	2	Each	14"	\$	\$
5g	2	Each	16"	\$	\$
5h	2	Each	20"	\$	\$
5i	2	Each	24"	\$	\$
Payment for this item will be made at the unit price bid per each retainer gland complete with the required gaskets, bolts and nuts for various sizes shown.					
Item #5 Group Price for Pipe Restraints					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

PIPE COUPLINGS

The supplier shall furnish various diameter straight pipe couplings cast of carbon steel with single-bolt compression end rings fitted with multi-range gaskets, Hymax Series 2000 as manufactured by Krausz Industries, conforming to AWWA C-219.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6a	2	Each	4"	\$	\$
6b	2	Each	6"	\$	\$
6c	2	Each	8"	\$	\$
6d	2	Each	10"	\$	\$
6e	2	Each	12"	\$	\$
6f	2	Each	16"	\$	\$
Payment for this item will be made at the unit price bid per each coupling complete with the required gaskets, bolts, and nuts for various sizes shown.					
Item #6 Group Price for Pipe Couplings					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

HYDRANTS & APPURTENANCES

The supplier shall furnish Mueller Centurion A-423 4-1/2 foot, 5-1/2 foot and 6-1/2 foot bury hydrants conforming to AWWA Standard C502 and the following specifications. Supplier shall also furnish Mueller A-320 hydrant extensions, and Mueller A-301 safety flange repair kits all specific to the hydrant furnished. Hydrants shall meet the standards of the Mueller "Saratoga Hydrant" having 5-1/4 inch valve opening, two 2-1/2 inch hose nozzles with national standard threads and one 4 inch Stortz quick-release connection. These standards shall be verified with the Mueller Co. Hydrants shall have a 6 inch mechanical joint inlet connection and a 7/8 inch square operating nut - OPEN RIGHT. Hydrants shall meet all AWWA Specifications for 150 psi working pressure and 300 psi test pressure.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Hydrants		
7a	5	Each	4-1/2'	\$	\$
7b	5	Each	5-1/2'	\$	\$
7c	2	Each	6'	\$	\$
			Extensions		
7d	5	Each	1'-0"	\$	\$
7e	5	Each	2'-0"	\$	\$
7f	10	Each	Flange Repair Kit	\$	\$
Payment for this item will be made at the unit price bid for each bury type hydrant, hydrant extension length, and safety flange repair kit shown.					
Item #7 Group Price for Hydrants & Appurtenances					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

GATE VALVES

The supplier shall furnish Mueller A-2360 resilient wedge gate valves conforming to AWWA Standard C509 and the following specifications: Valves shall be bubble tight at 200 psi water working pressure; Valve end configuration shall be mechanical joint; Mechanical joint valves shall have non-rising stems, OPEN RIGHT with 2 inch square operating nut with arrow cast in metal to indicate direction of opening. Each valve shall have maker's name, pressure rating and year in which manufactured cast on the body. Prior to shipment from factory, each valve shall be tested by hydrostatic pressure equal to twice the specified working pressure.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8a	2	Each	4" - mechanical joint	\$	\$
8b	6	Each	6" - mechanical joint	\$	\$
8c	2	Each	8" - mechanical joint	\$	\$
8d	2	Each	10" - mechanical joint	\$	\$
8e	2	Each	12" - mechanical joint	\$	\$
Payment for this item will be made at the unit price bid for each resilient wedge gate valve of the size shown.					
Item #8 Group Price for Gate Valves					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

VALVE BOXES AND COVERS

The supplier shall furnish two piece, telescopic type valve box and cover. All valve boxes and covers shall be cast iron (bottom, top and lid).

Payment for this item will be made at the unit price bid for each valve box and cover shown.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9a	10	Each	Valve Box with Cover	\$	\$
9b	5	Each	Valve Box Covers	\$	\$

VALVE BOX ADAPTER (FIXED)

Under this item the supplier shall furnish fixed valve box adapters in 1-inch, 1-1/2 inch, and 2-inch heights compatible with valve boxes supplied under Item #9. Valve box adapters shall be cast iron. A cast iron lid shall be furnished with each adapter supplied.

Payment for this item will be made at the unit price bid for each valve box adapter/lid provided of the size shown.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10a	12	Each	1" Rise	\$	\$
10b	12	Each	1-1/2" Rise	\$	\$
10c	12	Each	2" Rise	\$	\$

VALVE BOX ADAPTER (ADJUSTABLE)

The supplier shall furnish adjustable valve box adapters compatible with valves boxes supplied under Item #9 in this bid specification. Adjustment is made by sliding valve box adapter inside the top of the upper section of an existing valve box. Height adjustment provided by valve box adapter shall range from 2-1/2 inch to 8 inches. A valve box lid shall be furnished with each adapter supplied.

Payment for this item will be made at the unit price bid for each adjustable valve box adapter lid shown.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
11	6	Each	Valve box Adapter (Adjustable)	\$	\$
Item #9, 10 & 11 Group Price for Valve Boxes, Covers and Adapters					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

CURB STOPS					
The supplier shall furnish Mueller Oriseal H-15209 curb stops conforming to AWWA Standard C800 and the curb stop shall include CTS compression connections at both ends and operate on a quarter turn check.					
BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12a	2	Each	3/4"	\$	\$
12b	2	Each	1"	\$	\$
Payment for this item will be made at the unit price bid for each curb stop and box of the size shown.					
Item #12 Group Price for Curb Stops					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

CURB BOXES AND COVERS

The supplier shall furnish Mueller H-10314 extension type curb boxes having an arch style base and an upper telescopic section with an approximate range from 54 to 66 inches in length. Curb boxes shall be supplied complete with all necessary installation components including, but not limited to, the base, telescopic riser, and a one-piece lid suitable for turf installation.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
13a	2	Each	Curb Box with Cover	\$	\$
13b	2	Each	Curb Box Cover	\$	\$
Payment for this item will be made at the unit price bid for each curb stop and box of the size shown.					
Item #13 Group Price for Curb Boxes and Covers					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

CORPORATION STOPS

The supplier shall furnish Mueller H-15008 corporation stops conforming to AWWA Standard C800 and the corporation stop supplied shall have a taper "cc" thread inlet and a Mueller 110 compression connection outlet for CTS tubing.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14a	24	Each	3/4"	\$	\$
14b	12	Each	1"	\$	\$
Payment for this item will be made at the unit price bid for each corporation stop of the size shown.					
Item #14 Group Price for Corporation Stops					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

COMPRESSION COUPLINGS (Water Service)

The supplier shall furnish Mueller H-15403, H-15404, and H-15409 couplings with Mueller 110 type compression connections at both ends. Compression couplings shall provide watertight connections for the following applications: 1.) Copper tubing to copper tubing, 2.) iron pipe to iron pipe, and 3.) copper tubing to iron pipe installations.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Copper Tubing to Copper Tubing		
15a	10	Each	3/4"	\$	\$
15b	2	Each	1"	\$	\$
15c	2	Each	1 1/4"	\$	\$
15d	2	Each	1 1/2"	\$	\$
15e	2	Each	2"	\$	\$
			Iron Pipe to Iron Pipe		
15f	2	Each	3/4"	\$	\$
15g	2	Each	1"	\$	\$
15h	2	Each	1 1/4"	\$	\$
15i	2	Each	1 1/2"	\$	\$
15j	2	Each	2"	\$	\$
			Copper Tubing to Iron Pipe		
15k	2	Each	3/4"	\$	\$
15l	2	Each	1"	\$	\$
15m	2	Each	1 1/4"	\$	\$
15n	2	Each	1 1/2"	\$	\$
15o	2	Each	2"	\$	\$
Payment for this item will be made at the unit price bid for each compression coupling of the size shown.					
Item #15 Group Price for Compression Couplings (Water Service)					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

COPPER SERVICE PIPE					
The supplier shall furnish 3/4 inch and 1 inch Type K copper service pipe conforming to the requirements for Specifications WW - T-799 Type K, ASTM B-88-55 Type K, and AWWA 7S - CR Type K, latest editions.					
BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
16a	50	Feet	3/4"	\$	\$
16b	50	Feet	1"	\$	\$
Payment for this item will be made at the unit price bid per foot of the size shown.					
Item #16 Group Price for Copper Service Pipe					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

PIPE REPAIR CLAMPS

The supplier shall furnish Smith-Blair 226 (single band) and 228 (double band) full circle repair clamps, or an approved equal. Repair clamps shall incorporate stainless steel bands and bridge plates, ductile iron lugs, high strength steel bolts and nuts, and factory-cemented nitrile gaskets.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
17a	4	Each	4" (7 1/2" single band)	\$	\$
17b	2	Each	4" (12 1/2" single band)	\$	\$
17c	4	Each	6" (7 1/2" single band)	\$	\$
17d	2	Each	6" (12 1/2" single band)	\$	\$
17e	4	Each	8" (7 1/2" single band)	\$	\$
17f	2	Each	8" (12 1/2" single band)	\$	\$
17g	4	Each	10" (12 1/2" single band)	\$	\$
17h	4	Each	12" (12 1/2" single band)	\$	\$
17i	2	Each	14" (15" double band)	\$	\$
17j	2	Each	16" (15" double band)	\$	\$
Payment for this item will be made at the unit price bid each for the size clamp shown.					
Item #17 Group Price for Pipe Repair Clamps					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

FERNCO FLEXIBLE COUPLINGS

The supplier shall furnish various sizes of Fernco Flexible Couplings as shown. Couplings supplied shall be Series 1002 for coupling clay pipe to cast iron or plastic pipe and Series 1056 for coupling plastic pipe to plastic pipe.

BID ITEM #	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
18a	2	Each	Series 1002, Part #1002-44	\$	\$
18b	2	Each	Series 1002, Part #1002-66	\$	\$
18c	10	Each	Series 1002, Part #1002-88	\$	\$
18d	2	Each	Series 1002, Part #1002-1010	\$	\$
18e	2	Each	Series 1002, Part #1002-1212	\$	\$
18f	2	Each	Series 1056, Part #1056-44	\$	\$
18g	2	Each	Series 1056, Part #1056-66	\$	\$
18h	2	Each	Series 1056, Part #1056-88	\$	\$
18i	2	Each	Series 1056, Part #1056-1010	\$	\$
18j	2	Each	Series 1056, Part #1056-1212	\$	\$
Payment for this item shall be made at the unit price bid for each of the sizes shown.					
Item #18 Group Price for Ferno Flexible Couplings					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

CORRUGATED HDPE PIPE

The supplier shall furnish various diameters of H.D.P.E. corrugated pipe with integrally formed smooth interior. Pipe supplied under this item shall conform to the requirements of NYS DOT (10/12/88) Item 18603.97XX, and AASHTO 294 for Type S, and/or AASHTO MP6-95. Joints shall be split couplings, corrugated to match pipe and shall engage a minimum of six corrugations for 12-inch to 24-inch diameters and four corrugations for 30-inch to 36-inch diameters. Gasket material to provide a soil-tight joint with each coupling, or bell and spigot (B&S) end construction employing an elastomeric gasket to accomplish joining. The joint shall be designed to avoid displacement & shall be "Silt Tight". Standard laying lengths shall be 20-feet. If split couplings are required to join pipe lengths, one coupling, complete with gasket to provide a soil tight joint shall be supplied with each length of pipe. Cost of coupling shall be included in unit price bid per linear foot of pipe.

BID ITEM	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
19a	100	LF	10"	\$	\$
19b	100	LF	12"	\$	\$
19c	100	LF	15"	\$	\$
19d	100	LF	18"	\$	\$
19e	100	LF	24"	\$	\$

Payment for this item will be at the unit price bid per linear foot for various diameters as shown.

Item #19 Group Price for Corrugated HDPE Pipe \$

Guaranteed Delivery A.R.O. (Specify # of days or "in stock")

COMPANY:	CONTACT:
PHONE#:	EMAIL ADDRESS:

GEOTEXTILE FABRIC

The supplier shall furnish needle-punched non-woven geotextile such as Mirafi 140N, Propex 351, or an approved equal. The geotextile fabric shall meet or exceed the following requirements: 1.) Roll length = 360 feet, roll width = 12.5 feet; 2.) Apparent opening size of 70-U.S. Sieve (minimum) as determined by ASTM D-4751; 3.) Water flow rate of 120 gal./min. (minimum) as determined by ASTM D-4491; 4.) Tensile strength of 80 lbs./sq.in. (minimum) as determined by ASTM D-4632.

BID ITEM	EST QTY	MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	5	Roll	Geotextile Fabric	\$	\$
Payment for this item will be made at the unit price bid per roll, as shown.					
Item #20 Group Price for Geotextile Fabric					\$
Guaranteed Delivery A.R.O. (Specify # of days or "in stock")					
COMPANY:			CONTACT:		
PHONE#:			EMAIL ADDRESS:		

EQUIVALENT PRODUCT

Bids shall be accepted for consideration on any Pipes, Fittings, Hydrants and Valves that are equal or superior to the units specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that the units proposed would meet all requirements will not be sufficient to establish equivalency.

GENERAL

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 shall 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. All variances, exceptions and/or deviations shall be fully described in the appropriate section.

AUTHORIZED SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

CONTACT NAME: _____ E-MAIL ADDRESS: _____

COMPANY: _____ Phone No. () _____

ADDRESS: _____

_____ (City) _____ (State) _____ (Zip)



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 Vendor Agreement: Product

City Project Number: _____ City Project Name: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Vendor Primary Contact: _____ Title: _____
 Primary Contact Email: _____
 Service to be Provided: _____
 Remit Name (If different from above): _____
 Remit Address: _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor shall provide to the City the products set forth therein. The Vendor assumes full responsibility for the provision of the products made available in this Agreement. The Vendor shall be so liable even when the Vendor subcontract the provision of a portion of the products. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor assumes all risks in the performance of all its activities authorized by this Agreement.
- Term of Agreement:** The term of this Agreement shall commence per the date of approval of the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor assume full responsibility for the provision of the products contracted for in this Agreement. The Vendor shall be so liable even when the Vendor subcontract the provision of a portion of the products. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor assume all risks in the performance of all its activities authorized by this Agreement.
- Terms of Payment:** Vendor will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City:	Mayor/Commissioner of _____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
With a copy to:	City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
To Vendor:	_____
- Conflicts of Interest:** The Vendor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
- City Property:** All information and materials received hereunder by the Vendor from the City are and shall remain the sole and exclusive property of the City and the Vendor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor. All intellectual property, created by the Vendor hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor under this Agreement. Any written reports, opinions and advice rendered by the Vendor shall become the sole and exclusive property of the City, and the Vendor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor.
- Retention of Records:** The Vendor shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
- Independent Vendor Status:** 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 Vendor's staff as the agents, representatives or

employees of the City for any purpose in any manner whatsoever. The Vendor and its staff are to be and shall remain an independent Vendor with respect to all services performed under this Agreement. The Vendor 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 Vendor or other persons, while engaged in the performance of any work or services required by the Vendor 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 Vendor, its officers, agents, Vendors or employees shall in no way be the responsibility of the City; and the Vendor 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.

9. **Indemnification:** The Vendor, 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 Vendor or its employees or anyone for whom the Vendor 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 Vendor, as aforesaid. The Vendor's responsibility under this section shall not be limited to the required or available insurance.
10. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
11. **NYS DOL Sexual Harassment Regulatory Requirements:** 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.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor, and/or Vendor's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor'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 Vendor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor 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 Vendor's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor's work. In such case, Vendor shall immediately cure the defect. If the Vendor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor 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.
13. **Vendor Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical 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.

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

- Legal: Vendors and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- 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.
- Right to organize: Employees of the Vendor/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendors/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. 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.

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 sub-contractors 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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor. The Vendor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** 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 Vendor represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
 - a. 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;
 - b. 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
 - c. 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor's right, title, or interest therein, or the Vendor's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor assigns, conveys, sublets or otherwise disposes of the Vendor's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:** This Agreement shall constitute the Agreement of the parties.

Vendor Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

Vendor Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____