

EXHIBIT "A"



Ron Kim  
*Mayor*

Minita Sanghvi  
*Commissioner of Finance*

Jason Golub  
*Commissioner of Public Works*

James Montagnino  
*Commissioner of Public Safety*

Dillon Moran  
*Commissioner of Accounts*

## City of Saratoga Springs, NY

### Request for Proposal RFP# 2023 - 26

Operation and Management of a Homeless Shelter in  
the City of Saratoga Springs

*PREPARED BY: Mayor's Office  
City of Saratoga Springs, New York  
May 8, 2023*

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**ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:**

**RFP #: 2023-26 – Homeless Services**

**Name of Bidder: \_\_\_\_\_**

**RFP Opening: Tuesday, May 30, 2023 at 2:00 p.m.**

**AND RETURN TO:**

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

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## **NOTICE TO BIDDERS**

The City of Saratoga Springs, New York, will receive sealed bids for Homeless Shelter Services . Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway Suite 14, Saratoga Springs, New York, 12866, by Tuesday May 30, 2023 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](http://www.saratoga-springs.org), under current bids. There is no fee for these documents.

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

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

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

## **INSTRUCTIONS TO BIDDERS**

### **1. RFP DOCUMENTS**

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

### **2. INTERPRETATION OR ADDENDA**

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

### **3. BIDS**

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

### **4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:**

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

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

**5. RISK AND SAFETY AGREEMENT AND CERTIFICATE OF INSURANCE:**

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

**6. APPRENTICESHIP PROGRAM:**

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

**7. CORRECTIONS:**

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

**8. RECEIVING BIDS:**

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

**9. OPENING OF BIDS:**

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

**10. WITHDRAWAL OF BIDS:**

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

**11. EVALUATION PROCESS:**

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

## **12. AWARD OF CONTRACT: REJECTION OF BIDS**

If the contract is awarded, it shall be awarded to the responsive and responsible Bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. Bid responses will be evaluated by City personnel using a scoring system outline in the statement of specifications in these RFP documents. The Bidder to whom the award is made will receive a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to:

- a. reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest;
- b. consider as not responsible any Bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract;
- c. award the bid, in part, on the Bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs;
- d. give preference to Minority Women Business Enterprise (MWBE) businesses; and/or
- e. extend the contract for up to two (2) one (1) year terms as detailed in the Contract.

## **13. EQUAL EMPLOYMENT OPPORTUNITY:**

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

## **14. AMERICANS WITH DISABILITY ACT:**

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

## **15. CIVIL RIGHTS:**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and its regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide the opportunity for disadvantaged business enterprises to be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **16. SEXUAL HARRASSMENT:**

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

## **17. COMPLIANCE**

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

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## **BIDDING SUBMITTAL INSTRUCTIONS**

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

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

- Your response to the RFP in question (Two (2) copies)
- Non-Collusive Bidding and Vendor Code of Conduct Certification
- Risk & Safety Agreement and Certificate of Insurance

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

**RFP #: 2023-26 – Homeless Services**

**Name of Bidder: \_\_\_\_\_**

**Bid Opening: Tuesday, May 30, 2023 at 2:00 p.m.**

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

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

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## **STATEMENT OF SPECIFICATIONS:**

### **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain proposals from qualified nonprofit organizations to operate a temporary low-barrier homeless shelter within the City of Saratoga Springs, New York, at a location to be determined by the City. The City anticipates awarding a 6-month contract for the remainder of 2023 and a subsequent one (1) year contract with up to three (3) additional one (1) year renewal periods.

### **2.0 BACKGROUND INFORMATION**

In February 2023, the Saratoga Springs City Council approved the formation of a Taskforce to address homelessness in the City of Saratoga Springs. The Taskforce has been charged with a) determining a working definition of "low-barrier;" b) determining whether there is a need in the City for a low-barrier shelter, c) providing recommendations for a possible location for a low-barrier shelter, and d) offering recommendations on possible funding sources for the operation of such a shelter. The work of the taskforce is expected to be completed by July 1, 2023, but the implementation of any proposed shelter will take months or years to complete. As an interim solution, the City is soliciting applications through this RFP to create a temporary, low-barrier shelter for the unhoused in Saratoga Springs.

#### **A. Program Funding Sources**

Funding for the operation of the program by the Contractor will be provided by the City of Saratoga Springs, to be supplemented by fundraising activities conducted by the Contractor. The Contractor shall be able to provide at least fifteen percent (15%) of its proposed operating budget to supplement the program delivery budget of City funding.

#### **B. Facility Management**

The Contractor shall be responsible for all maintenance to the proposed program location, as well as adherence to all governing building and zoning codes.

#### **C. Program Management**

The Contractor will be responsible for the day-to-day management of the proposed program. Program staff will be employees of the Contractor. The Contractor shall also be responsible for supervising volunteers and subcontractors (if any) who will perform work under this contract. The Contractor shall also attend Continuum of Care Coalition meetings and serve on appropriate subcommittees.

### **3.0 SCOPE OF SERVICES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to:

#### **3.1 Objectives**

A. Provide a decent, safe, and sanitary shelter for homeless individuals in accordance with all governing City and NYS Codes.

B. Deliver services that emphasize the importance of treating persons experiencing homelessness with respect, display sensitivity, and acknowledge the trauma and state of crisis being experienced by those who are unhoused.

C. Admit individuals in a fair and non-discriminatory manner twenty-four (24) hours a day, 365 days a year into the low-barrier shelter. Each individual's situation is considered urgent, and people will be moved into vacant beds as soon as space is available. The admission process shall remove as many barriers to access as possible while still maintaining the safety, security, and wellbeing of the shelter guests and staff.

D. Provide advocacy services to guests who are willing and able to participate in such services, to assist them in becoming more self-sufficient and connect them with appropriate agencies and available services.

### **3.2 Services/Daily Operations**

The Contractor shall provide the following service components:

- 1) Safe, secure, temporary shelter to individuals experiencing homelessness at the location within the City to be determined by the City.
- 2) Provide access to at least two (2) meals a day; either provided by the program or through connections to services provided by community partners.
- 3) Provide support and advocacy that emphasizes the importance of treating people experiencing homelessness with respect, displaying sensitivity, and acknowledging the trauma and state of crisis being experienced by those who are homeless
- 4) Welcome guests 24 hours a day/7 days a week and accept individuals as soon as space is available
- 5) Provide advocacy services that are solution-oriented, and strengths based. Advocacy services should focus on competencies, empowerment, and shared responsibilities to build on individual strengths.
- 6) Establish and maintain a professional work environment among staff, volunteers and guests that promotes mutually respectful interactions
- 7) Maintain the shelter facility in clean and sanitary condition.
- 8) Assist guests in accessing mainstream benefits as requested and desired.
- 9) Establish policies, procedures and house rules to be incorporated in a resident's rights document and an operations manual.
- 10) The Contractor's staff and volunteers must undergo and satisfactorily complete a criminal background check. Staff or volunteers providing transportation to guests under this contract must undergo and satisfactorily complete a Department of Motor Vehicles driving record check.
- 11) Leverage in-kind support from other sources to support the shelter program.
- 12) Establish and implement written procedures to ensure the health and safety of guests, volunteers, staff, and visitors on a daily basis.
- 13) Provide a method of intake which tracks usage of program.

### **3.3 General Requirements**

The following requirements shall apply:

#### **A. Program Staffing**

The Contractor shall provide staff to manage the program. Staff shall be employees of the Contractor.

- 1) Hire and train appropriately experienced staff to allow for program oversight, advocacy service provision, and support staff and volunteer supervision.
- 2) Provide appropriate levels of staffing that allow a minimum of two (2) individuals to be on-site at all times. Staffing can include trained volunteers, but at least one staff member must be on site at all times. The staffing must be on an "awake" basis, 24/7.
- 3) Provide a detailed staff schedule per position, per shift for the twenty-four (24) hours per seven (7) days a week awake facility coverage.
- 4) Be responsible for criminal, child protective and driving background checks of all staff and volunteers and abide by State guidelines with regard to results.
- 5) Be responsible to recruit, select, train, and supervise all volunteers. Contractor shall document volunteer hours. Volunteers shall supplement, not replace, paid staff.

**B. Facilities and Maintenance**

The Contractor shall:

- 1) Be responsible for maintenance of the facility or repairs to the facility for damage caused by the guests while under the supervision of the Contractor.
- 2) Provide all routine and special housekeeping to maintain a clean and safe environment and shall allow health, fire and other appropriate inspections when requested.
- 3) Be responsible for maintenance and necessary replacement of smoke detectors, carbon monoxide detectors, and fire extinguishers.
- 4) Be responsible for obtaining all applicable building, health, fire, and licensing, and shall maintain such permits on file.
- 5) Be responsible for funding any changes, or additions to the facility.

**C. Program Management**

In order to evaluate the delivery of services to guests and to monitor the City appropriations, the following information and/or statistics shall be maintained by the Contractor and submitted on an annual basis: 1) status of facility operations; and 2) documentation of grant match requirements, volunteer hours/value and in-kind donations.

**D. Annual Budget/Fiscal Accountability**

The Contractor shall:

- 1) Submit an annual proposed operating budget in accordance with the guidelines provided by the City.
- 2) Be detailed in budget, including specific line items and corresponding proposed amounts. The proposed budget shall also include the source of funding.
- 3) Use established and generally accepted accounting practices. An audit of each year while under Contract with the City shall be conducted by an independent Certified Public Accountant at the Contractor's expense.
- 4) Provide reports, records, memoranda, or other documentation concerning any fiscal matter or program-related services provided, as may be required by the City.
- 5) Be responsible for fundraising activities in order to supplement the City's budget by at least fifteen percent (15%). The supplement may be in cash, volunteer services, or physical donations.



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#### **4.0 EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The City will review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

- A. Understanding of the services to be provided (30 points)
- B. Credentials and Related Experience (30 points)
- C. Suitability of Strategies indicated to meet the needs of homeless population to be served (20 points)
- D. Cost of Services (20 points)

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order:

##### **4.1 Understanding of the services to be provided**

- A. Describe how you would provide low-barrier shelter services to homeless individuals, including how the program would address individuals with active mental health or substance abuse concerns.
- B. Describe how you would develop collaborative relationships with housing providers, faith communities, and other entities in a position to support the individuals while in the program and in future housing.
- C. Describe how you would orient, train, and retain staff with experience in the provision of homeless services.
- D. Describe how you would provide tailored advocacy services that address the needs of each individual.
- E. Describe how you would integrate a low-barrier shelter with other existing community resources.
- F. Describe how your organization will implement a safety plan.
- G. Describe how your organization will manage a diverse population and cultural differences among residents and staff, and any experience with doing so.

##### **4.2 Credentials and Related Experience**

- A. Describe your organization's experience in providing services to the homeless.
- B. Describe your organization's experience with operating residential programs, including experience with providing 24/7 staff coverage.
- C. Describe your organization's experience working with marginalized and/or hard-to-serve populations, including those with active mental health or substance use concerns.
- D. Provide a staffing plan which describes the proposed staff distribution to accomplish this work.
- E. Provide information regarding results and outcomes achieved in the operation of similar programs.
- F. Describe the proposed use of volunteers.
- G. Describe the proposed facility and location.

##### **4.3 Ability to maintain operational and maintenance expenses:**

- A. Provide your organization's most recent financial statement and external audit.
- B. Describe your organization's policies and procedures for ensuring that staff expend funds appropriately and within budget.
- C. Describe your organization's fundraising strategy and capacity.

**4.4 Cost of Services**

Provide a detailed budget breakdown, including expenses showing each line item, as well as amount of revenue expected from the City and other funding sources.

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:** \$ \$193,580 (operational)+ \$45,580 (start-up) = \$239,385

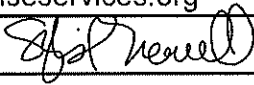
**TOTAL BID WRITTEN:** Two hundred thousand thirty-nine, three-hundred eighty-five dollars

**COMPANY NAME:** RISE Housing and Support Services, Inc.

**ADDRESS:** 127 Union Street

Saratoga Springs NY 12866 Phone No. (518) 587 - 6193  
*(City)* *(State)* *(Zip)*

**E-MAIL ADDRESS:** snewell@riseservices.org

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** Sybil Newell

**TITLE:** Executive Director **DATE:** 5/30/23

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

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

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

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

**City Saratoga Springs' VENDOR CODE OF CONDUCT**


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

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

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

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

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

Signature:  Printed name: Sybil Newell

Title: Executive Director Date: 5/30/23

Company Name: RISE Housing and Support Services, Inc.

Company Address: 127 Union Street, Saratoga Springs, NY 12866

Subscribed to under penalty of perjury under the laws of the State of New York, this 30th day of May, 2023 as the act and deed of said corporation of partnership.



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

**Company Name:** RISE Housing and Support Services, Inc.

**Company Address:** 127 Union Street, Saratoga Springs, NY 12866

**Company Telephone No.:** 518-587-6193

**Company Fax No.:** 518-587-8703

**Consultant Primary Contact for This Project:** Sybil Newell

**Title:** Executive Director

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 (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The 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 and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A:VII" or better by A.M. Best (Current Rate Guide). If the 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 may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

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

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

It shall be an affirmative obligation of the 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 ten business (10) 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. 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.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Sub-Contractors. 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

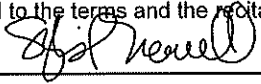
decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

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 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 Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the 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 Consultant, its officers, agents, Contractor 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.

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

Contractor Signature: \_\_\_\_\_



Date: \_\_\_\_\_

5/30/23



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE**  
**NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Rise Housing and Support Services Inc          127 Union Street          Saratoga Springs, NY 12866</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>518-587-6193</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>141581052</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Saratoga Springs          474 Broadway          Saratoga Springs NY 12866</p>	<p>3a. Name of Insurance Carrier</p> <p>Arch Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box 1a</p> <p>11DBL1178500</p> <p>3c. Policy Effective Period</p> <p>1/1/2023 to 12/31/2023</p>

4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.

B. Disability benefits only.

C. Paid Family Leave benefits only.

5. Policy covers:

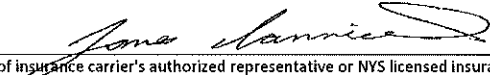
A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 5/30/2023 By   
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

**State of New York**  
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of the Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of entity listed in box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are:

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jeanne M. Maloy (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] May 30, 2023 (Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (518)384-1100

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marshall & Sterling Upstate, Inc. 25 Mohawk Ave  Scotia NY 12302		<b>CONTACT NAME:</b> Wendy Diaco <b>PHONE (A/C No, Ext):</b> (518) 384-1100 <b>FAX (A/C, No):</b> (518) 384-0193 <b>E-MAIL ADDRESS:</b> wdiaco@marshallsterling.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Insurance <b>INSURER B:</b> Selective Ins. Co. of America <b>INSURER C:</b> North American Specialty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10000 12572

**COVERAGES**

CERTIFICATE NUMBER: CL2312633418

REVISION NUMBER:

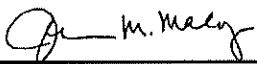
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Physical Abuse Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	202234556	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2041900	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			202234556UMB	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	WC9034942	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Data Breach & Privacy Liability			C4LPY023811	03/25/2022	03/25/2023	Each Glitch \$1,000,000 Aggregate \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is named as additional insured if required by written contract, per endorsement CG20120413.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law**

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

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

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

**City Saratoga Springs' VENDOR CODE OF CONDUCT**

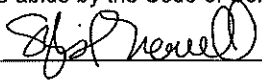
The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to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

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

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

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

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

Signature:  Printed name: Sybil Newell

Title: Executive Director Date: 5/30/23

Company Name: RISE Housing and Support Services, Inc.

Company Address: 127 Union Street, Saratoga Springs, NY 12866

Subscribed to under penalty of perjury under the laws of the State of New York, this 30th day of May, 2023 as the act and deed of said corporation of partnership.



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

**Company Name:** RISE Housing and Support Services, Inc.

**Company Address:** 127 Union Street, Saratoga Springs, NY 12866

**Company Telephone No.:** 518-587-6193

**Company Fax No.:** 518-587-8703

**Consultant Primary Contact for This Project:** Sybil Newell

**Title:** Executive Director

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 (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The 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 and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A:VII" or better by A.M. Best (Current Rate Guide). If the 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 may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

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

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

It shall be an affirmative obligation of the 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 ten business (10) 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. 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.


The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Sub-Contractors. 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 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 Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the 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 Consultant, its officers, agents, Contractor 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.

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

Contractor Signature:  Date: 5/30/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Ave  Scotia NY 12302		CONTACT NAME: Wendy Diaco PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: wdiaco@marshallsterling.com	
INSURED RISE Housing and Support Services 127 Union Street  Saratoga Springs NY 12866		INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Insurance NAIC # 10000 INSURER B: Selective Ins. Co. of America 12572 INSURER C: North American Specialty Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2312633418 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Physical Abuse Liability	Y		202234556	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S2041900	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			202234556UMB	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9034942	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Data Breach & Privacy Liability			C4LPY023811	03/25/2022	03/25/2023	Each Glitch \$1,000,000
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is named as additional insured if required by written contract, per endorsement CG20120413.

CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
Rise Housing and Support Services Inc
127 Union Street
Saratoga Springs, NY 12866
1b. Business Telephone Number of Insured
518-587-6193
1c. Federal Employer Identification Number of Insured or Social Security Number
141581052
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
City of Saratoga Springs
474 Broadway
Saratoga Springs NY 12866
3a. Name of Insurance Carrier
Arch Insurance Company
3b. Policy Number of Entity Listed in Box 1a
11DBL1178500
3c. Policy Effective Period
1/1/2023 to 12/31/2023

4. Policy provides the following benefits:
[X] A. Both disability and Paid Family Leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid Family Leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 5/30/2023 By [Signature]
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)
Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed \_\_\_\_\_ By \_\_\_\_\_
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with 4 main sections: 1a. Legal Name & Address of Insured; 1b. Business Telephone Number of Insured; 2. Name and Address of the Entity Requesting Proof of Coverage; 3a-3d. Insurance Carrier and Policy Details.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jeanne M. Maloy (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] May 30, 2023 (Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (518)384-1100

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.