



*City of Saratoga Springs
Department of Public Works
5 Lake Avenue
Saratoga Springs, NY 12866*

*(518) 587-3550 office
(518) 587-2417 fax*

MEMORANDUM

RECEIVED
APR 28 2014
ACCOUNTS DEPARTMENT

TO: Commissioner John Franck
FROM: Commissioner Skip Scirocco
SUBJECT: Extension of Bid Contract
DATE: 4/24/14

Please add to the May 6, 2014 City Council Agenda, the extension of contract for "Pre-Cast Curbs" to The Fort Miller Co., Inc.

The annual estimated total amount of the bid \$15,400.



Anthony J. "Skip" Scirocco

RECEIVED APR 23 2014



City of Saratoga Springs

OFFICE OF PUBLIC WORKS

CITY HALL

5 Lake Avenue

Saratoga Springs, New York 12866

Telephone 518-587-3550

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www.saratoga-springs.org

ANTHONY J. SCIROCCO
COMMISSIONER

TIMOTHY J. COGAN
DEPUTY COMMISSIONER

April 21, 2014

Mr. H. John Marcelle
The Fort Miller Co, Inc.
PO Box 98
Schuylerville, NY 12871

Re: Pre-Cast Curbs – Bid 2013-16

Dear Mr. Marcelle:

The term of the bid agreement between your company and the City of Saratoga Springs is due to expire on June 19, 2014. The City of Saratoga Springs would like to extend that agreement for an additional year, June 18, 2014 to June 18, 2015, as noted in the original agreement. All terms and conditions of the agreement would remain the same.

If you are in agreement, please sign below indicating your acceptance of the renewal. I have enclosed two (2) copies of this letter. Please sign and return the original, the second copy is for your records.

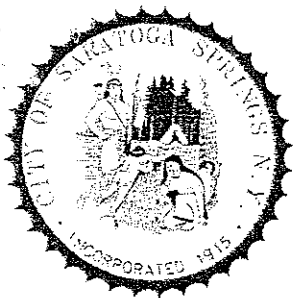
As always, thank you for your cooperation. If you have any questions, please feel free to call me at 518-587-3550 ext, 2623.

Sincerely,

Heather Fresh
Department of Public Works

I agree to the extension of the Bid 2013-16 for a period of one year beginning June 18, 2014 and ending June 18, 2015. All terms and conditions of the original agreement will remain the same.

H John Marcelle 4/23/14 _____
Company Designee Date City of Saratoga Springs Designee Date
H. John Marcelle President _____
Print Name Title Print Name Title



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS

474 Broadway - City Hall
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

SHARON J. KELLNER-CHILLE
DEPUTY COMMISSIONER

Award of Bid Sign-Off Form

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form must be completed and the following must occur:

- o A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- o the Assistant Purchasing Agent must review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- o the Director of Risk and Safety must be provided a copy of the vendor's certificate of insurance for review and indicate by signing below that the vendor meets all insurance requirements for the City of Saratoga Springs; and
- o certification of funds (if applicable) must be obtained and a copy must be attached to request an award of bid; and
- o the budget line item must be identified and indicated below.

An item to award a bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.

Department of Bid: Department of Public Works

Project or Item Being Awarded: Pre-Cast Curbs

Vendor Who Won the Bid: The Fort Miller Co., Inc.

Budget Line Item: A3335014 54180

Assistant Purchasing Agent: Purchasing policy has / has not been followed in the selection of the winner of the bid.

Stephan Voigt 4/28/14
Assistant Purchasing Agent Date

Director of Risk and Safety: Vendor being awarded the bid has / has not met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature] [Date]
Director of Risk and Safety Date

Granite & Pre-Cast Curbs 2013-16

Granite Curbing No Bids

Pre-Cast Curbing

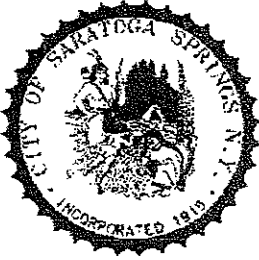
<u>#1PC</u>	<u>#2PC</u>	<u>#3PC</u>
Straight HT Curb	Radius Curbing	Driveway Drop Curbing

The Fort Miller Co
P.O. Box 98, Schuylerville, NY 12871
518-695-5000
H. John Marcelle
ejohnson@fmgroup.com

\$10/lf

\$13/lf

\$10/lf



Waiver of Immunity Clause

Upon refusal of a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification

Required by Section 103(e) of State Finance Law

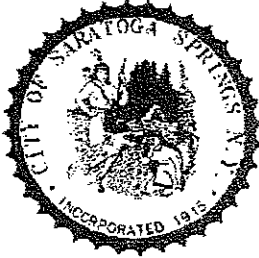
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (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(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

Signature: H. John Marcelle Print Name: H. John Marcelle
 Title: President Date: 6/10/13
 Company: THE FONT MILLER CO, INC Address: PO BOX 98 SCHUYLERVILLE, NY 12871

Subscribed to under penalty of perjury under the laws of the State of New York, this 10th day of JUNE, 2013 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. 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/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.**
- **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: H. John Marcelle Printed name: H. John Marcelle
Title: President Date: 6-10-13
Company Name: The Fort Miller Co, Inc
Company Address: PO Box 98, SCHUYLERVILLE, N.Y. 12871

4. WAIVER OF IMMUNITY AND NON-COLLUSIVE BIDDING CERTIFICATIONS

- a. 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.
- b. ***Failure to submit the executed Waiver of Immunity and Non-Collusive Agreements at the time of bid submission will 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 will disqualify the bid submission.***

6. CORRECTIONS

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

7. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The City Clerk's Office, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

8. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City will 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. The Bid Guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

10. AWARD OF CONTRACT: REJECTION OF BIDS

- a. If the contract is awarded, it will be awarded to the 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.
- b. 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.
- c. 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.
- d. 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.
- e. The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Bidder.