



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

MAIRE MASTERSON
DEPUTY COMMISSIONER

Award/Extension of Bid Sign-Off Form

Department That Owns Award/Extension of Bid: Department of Public Works

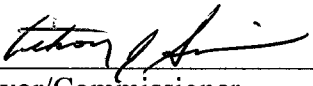
Project or Item Being Awarded: HVAC & Plumbing Services (RFP 2015-12)

Item Being Extended: _____

Vendor Who Won the Bid: Energy Management Technologies LLC

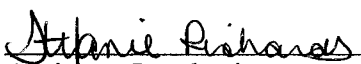
Budget Line Item: Various and Many 54610

Mayor/Commissioner: Please add to the May 19, 2015 City Council Agenda, the award of bid for "HVAC & Plumbing Services" to "Energy Management Technologies LLC" (preferred bid due to company background, relevant experience and references).


Mayor/Commissioner

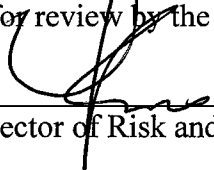
5/11/15
Date

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


Assistant Purchasing Agent

5/11/15
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended 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.


Director of Risk and Safety

5/12/15
Date

HVAC & Plumbing Services 2015-12

Energy Management Technologies LLC
5 Hemlock Street, Latham NY 12110
518-783-7810
doconnor@emtechcontrols.com

BPI Piping Inc.
95 Hudson River Rd., Waterford, NY 12188-1907
518-238-2383
dank@bpi piping.com

1. Service Work

	\$ per hour	\$ per hour
A. Plumber (Licensed Journeyman)		
<u>Regular Working Hours</u> (8am-5pm M-F)	\$92.00	\$96.00
<u>Overtime Working Hours</u> (5pm-8am M-F)	\$136.00	\$117.00
(5pm Fri-12 Midnight Sat)	\$136.00	\$117.00
<u>Sunday Working Hours</u> (12Midnight Sat-8am Mon)	\$170.00	\$117.00
<u>Holiday</u> (5pm- prior night-8am following day)	\$170.00	\$168.00
B. Plumber Helper (Apprentice)		
<u>Regular Working Hours</u> (8am-5pm M-F)	\$80.00	\$91.00
<u>Overtime Working Hours</u> (5pm-8am M-F)	\$122.00	\$112.00
(5pm Fri-12 Midnight Sat)	\$122.00	\$112.00
<u>Sunday Working Hours</u> (12Midnight Sat-8am Mon)	\$150.00	\$112.00
<u>Holiday</u> (5pm- prior night-8am following day)	\$150.00	\$163.00
C. Certified HVAC Technician		
<u>Regular Working Hours</u> (8am-5pm M-F)	\$98.00	\$96.00
<u>Overtime Working Hours</u> (5pm-8am M-F)	\$136.00	\$117.00
(5pm Fri-12 Midnight Sat)	\$136.00	\$117.00
<u>Sunday Working Hours</u> (12Midnight Sat-8am Mon)	\$170.00	\$117.00
<u>Holiday</u> (5pm- prior night-8am following day)	\$170.00	\$168.00
D. HVAC Technician Helper (Apprentice)		
<u>Regular Working Hours</u> (8am-5pm M-F)	\$85.00	\$91.00
<u>Overtime Working Hours</u> (5pm-8am M-F)	\$125.00	\$112.00
(5pm Fri-12 Midnight Sat)	\$125.00	\$112.00
<u>Sunday Working Hours</u> (12Midnight Sat-8am Mon)	\$155.00	\$112.00
<u>Holiday</u> (5pm- prior night-8am following day)	\$155.00	\$163.00

HVAC & Plumbing Services 2015-12

Energy Management Technologies LLC
5 Hemlock Street, Latham NY 12110
518-783-7810
doconnor@emtechcontrols.com

BPI Piping Inc.
95 Hudson River Rd., Waterford, NY 12188-1907
518-238-2383
dank@bpi piping.com

2. Emergency Work**A. Plumber (Licensed Journeyman)**

<u>Regular Working Hours</u> (8am-5pm M-F)	\$92.00	\$96.00
<u>Overtime Working Hours</u> (5pm-8am M-F)	\$136.00	\$117.00
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<u>Holiday</u> (5pm- prior night-8am following day)	\$170.00	\$168.00

B. Plumber Helper (Apprentice)

<u>Regular Working Hours</u> (8am-5pm M-F)	\$80.00	\$91.00
<u>Overtime Working Hours</u> (5pm-8am M-F)	\$122.00	\$112.00
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C. Certified HVAC Technician

<u>Regular Working Hours</u> (8am-5pm M-F)	\$98.00	\$96.00
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D. HVAC Technician Helper (Apprentice)

<u>Regular Working Hours</u> (8am-5pm M-F)	\$85.00	\$91.00
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<u>Sunday Working Hours</u> (12Midnight Sat-8am Mon)	\$155.00	\$112.00
<u>Holiday</u> (5pm- prior night-8am following day)	\$155.00	\$163.00

3. Material Mark-up from wholesale rates

25%

25%



Bidders Submittal Instructions

Approved for 4/29/15

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- ☒ Your response to the RFP in question (1 original/1 copy) *only one set*
- Copy of Plumbing Contractor License and copies of Journeyman plumbing licenses
- ☒ Waiver of Immunity and Non-Collusive Bidding Certification
- ☒ Vendor Code of Conduct
- Statement of Bidder's Qualifications
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
- **Including Worker's Compensation Certificate**

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

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

RFP #: 2015-12 – HVAC & Plumbing Services

Name of Bidder: *Energy Management Technologies*

Bid Opening: Tuesday, April 28, 2015 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
Saratoga Springs, NY 12866**



JOANNE YEPSEN
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

CHRISTIAN MATHIESEN
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

HVAC & Plumbing Services

*PREPARED BY: Department of Public Works
March, 2015*

.....

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2015-12 – HVAC & Plumbing Services

Name of Bidder: EMTECH

RFP Opening: Tuesday, April 28, 2015 at 2:00 p.m.

AND RETURN TO:

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



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for HVAC & Plumbing Services. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by Tuesday April 28, 2015 at 2:00 p.m. at which time they will be publicly opened and read.

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

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

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

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

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



Instructions to Bidders

1. RFP DOCUMENTS

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

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addenda to the bid, and when issued, will be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda will be emailed to each person whose name and address are on record with the City as having attained a bid packet. 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 must be submitted on documents supplied by the City and shall be subject to all requirements of the bid and these Instructions to Bidders. All bids must 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 Council may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

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

RFP #: 2015-12 - HVAC & Plumbing Services

Name of Bidder: (EMTECH) Energy Management Technologies, LLC

Bid Opening: Tuesday, April 28, 2015 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

4. WAIVER OF IMMUNITY AND NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. ***Failure to submit the executed Waiver of Immunity and Non-Collusive Agreements at the time of bid submission will disqualify the bid submission.***

5. VENDOR CODE OF CONDUCT

Each bidder 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. RISK AND SAFETY AGREEMENT

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

7. CERTIFICATE OF INSURANCE

Each bidder must include a Certificate of Insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission will disqualify the bid submission.***

8. CORRECTIONS

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

9. RECEIVING BIDS

Bids received prior to the advertised time 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 to open bids, and no bid received thereafter will be considered. **LATE BIDS will be rejected. E-mail or faxed bid submissions are not acceptable and will not be considered.**

10. 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.

11. 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.

12. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Proposals that do not meet the City's requirements as set forth in the RFP will be deemed nonresponsive and given no further consideration.

Proposals meeting the requirements of the City will be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

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

The contract term is for one (1) year from the "Notice of Award". 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 Contractor.

14. EQUAL EMPLOYMENT OPPORTUNITY

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

15. 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.

16. WAGES AND SALARIES

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

All work is to be completed in accordance with the most current prevailing wage rate schedule. To view the PDF file of your schedule, copy and paste or type the following into your web browser:
<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1143199>



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question (1 original/1copy)
- Copy of Plumbing Contractor License and copies of Journeyman plumbing licenses
- Waiver of Immunity and Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Statement of Bidder's Qualifications
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**

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

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

RFP #: 2015-12 – HVAC & Plumbing Services

Name of Bidder: Energy Management Technologies

Bid Opening: Tuesday, April 28, 2015 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
Saratoga Springs, NY 12866**



Statement of Specifications **for** **HVAC & Plumbing Services**

INTENT

It is the intent of this specification to provide for the purchase of HVAC & Plumbing Services for Various City Buildings for regular manufacturer recommended maintenance service and on an "as needed" basis. In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to be of best quality. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will 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 will 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.

INSPECTION OF THE SITES

Each bidder may make a personal examination of City of Saratoga Springs facilities to examine HVAC units and related work and surroundings by contacting Stan Borden at 518-376-7498 or Barbara Anthony at 518-587-3550, ext. 2574 to schedule an appointment. It will be assumed that each bidder, before offering a proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing equipment and materials, and other conditions which may affect his work.

The intent of this document is to provide interested bidders with sufficient information to enable them to prepare and submit a proposal for consideration by the City of Saratoga Springs for HVAC and Plumbing Services for various City buildings with routine maintenance and on an **as needed basis** to assist the City of Saratoga Springs with renovations, and remodels of existing facilities. The existing facilities where work **may** be performed and a current list of HVAC are included as "Attachment A". "Attachment A" is subject to change and should be used as a reference by Bidders for development of bid submission. "Attachment A" is not a strict adherence to what will or will not be serviced under this document. This bid submission for HVAC & Plumbing services is all inclusive of City owned buildings and property.

SCOPE OF SERVICES

The scope of services is to include the following, but not limited to: routine HVAC maintenance, plumbing maintenance, controls, gas piping, motors, air balancing and fixtures, and other related services. The successful bidder shall provide and furnish all labor, tools, materials, supplies, equipment, fees, permits, and transportation necessary to complete the work.

The term HVAC and plumbing services, when used in these specifications shall mean the practice, materials and fixtures used in the installation, maintenance, extension, alteration and/or for the removal, repair and or replacement of all piping, plumbing fixtures, plumbing appliances, boiler and plumbing appurtenances in connection with any of the following: sanitary drainage, storm facilities, venting systems, public or private water supply, boiler and heating systems within and/or adjacent to any City building. Further, the practice and material used in the installation, maintenance, extension, alteration or removal of storm water, refrigeration and air conditioning drainage, liquid waste, sewage and water supply of any premises to their connection with the water supply system, or to an acceptable sewer disposal facility. This condition includes "snaking out" sewer lines at all City facilities.

Technicians shall be on call 24 hours a day with a guaranteed two (2) hour response time.

Technicians shall contact the authorized City representative upon arrival at the job site. Actual travel time to and from the job work location is not reimbursable under the contract. Technicians shall ensure that the authorized City representative logs the start and completion times on the service ticket for services performed. Technicians shall provide the following information on the service ticket: Department name and location (i.e. building & room), name of technician(s) performing the work, and purchase order number. Copies of work orders signed by City employee shall accompany the invoice. For routine maintenance service calls, technicians shall complete and submit "Attachment B" to the work order.

All work required to correct any problems diagnosed by the successful bidder must be approved by the City representative. The successful bidder shall work until each job is completed. The successful bidder shall have multiple technicians available to be able, if necessary, to respond to multiple requests for service at the same time.

The successful bidder shall leave the work area broom-clean of materials, debris, and equipment and shall dispose of all defective materials removed in performance of the service and within strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.

The successful bidder shall clean, repair, or replace any item damaged by the successful bidder during the performance of the service at no additional cost to the City.

UNSATISFACTORY PERFORMANCE:

The City may consider the following performance by the successful bidder as unsatisfactory performance:

1. In excess of one service "call back" to correct the same problem within 30 consecutive calendar days.
2. In excess of one instance within one calendar year of successful bidder personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair.

PERFORMANCE WARRANTY:

Work performed under the purchase order shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes. The successful bidder shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work.

MATERIAL WARRANTY:

Parts furnished under this bid shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models are NOT acceptable. The warranty period for successful bidder provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty shall commence upon the date of acceptance by the City. The successful bidder shall provide the City's representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

SAFETY:

The successful bidder shall provide all equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work. The successful bidder shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to insure the service can be completed in an orderly, safe manner. The successful bidder shall maintain a safe work environment at all times. The successful bidder shall report to the City's representative the existence of unsafe condition(s) which will compromise the performance of the service.

All plumbers must be proficient in all phases of repairs to building components to domestic water supply and drain lines and sewer lines. Bidders must submit with their bid submission a copy of their Plumbing Contractor License and copies of Journeyman plumbing licenses for each plumber that will work on City equipment (if any changes and/or plumbers added after beginning of agreement. Same information MUST be submitted to the City).

Where work makes temporary shutdown of services unavoidable, shutdown at night or at such times as approved by the City, which will cause least interference with established operating routines, shall be required. The successful bidder will arrange to work continuously, including overtime if required, to assure that building services will be shut down only during time actually required to make necessary connections to existing work and/or removals that may be required. Any shutdowns of existing services are to be kept to a minimum. Prior to any shutdown, arrangements shall be made with the City to establish a time agreeable to them.

The City reserves the right to contract independently of this contract for plumbing and/or HVAC services for any capital improvements projects in excess of \$20,000 in total anticipated project cost.

The successful bidder shall maintain a record of all maintenance and repairs relating to the equipment included in this agreement. Work orders with Preventative Maintenance checklist (Attachment B) are to be turned in to a designated person at the City upon completion of each inspection as long as equipment checks out satisfactorily. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, the problem must be directly brought to the attention of the City so that a plan of action can be formulated for the timeliest repair to the equipment.

BID PROPOSAL FORM

Bidders will quote and hourly labor rate as specified below. The contractor must bid on all of the following items (Hourly rates are to be total cost)

1. SERVICE WORK

A. PLUMBER (Licensed Journeyman)

- Regular Working Hours 8 am- 5 pm M-F \$ 92.00 /hour
- Overtime Working Hours 5 pm- 8 am M-F \$ 136.00 /hour
- 5 pm Fri- 12 Midnight Sat \$ 136.00 /hour
- Sunday Working Hours 12 Midnight Sat- 8 am Mon \$ 170.00 /hour
- Holiday 5 pm prior night – 8 am following day \$ 170.00 /hour

B. PLUMBER HELPER (Apprentice)

- Regular Working Hours 8 am- 5 pm M-F \$ 80.00 /hour
- Overtime Working Hours 5 pm- 8 am M-F \$ 122.00 /hour
- 5 pm Fri- 12 Midnight Sat \$ 122.00 /hour
- Sunday Working Hours 12 Midnight Sat- 8 am Mon \$ 150.00 /hour
- Holiday 5 pm prior night – 8 am following day \$ 150.00 /hour

C. CERTIFIED HVAC TECHNICIAN

- Regular Working Hours 8 am- 5 pm M-F \$ 98.00 /hour
- Overtime Working Hours 5 pm- 8 am M-F \$ 136.00 /hour
- 5 pm Fri- 12 Midnight Sat \$ 136.00 /hour
- Sunday Working Hours 12 Midnight Sat- 8 am Mon \$ 170.00 /hour
- Holiday 5 pm prior night – 8 am following day \$ 170.00 /hour

D. HVAC TECHNICIAN HELPER (Apprentice)

- Regular Working Hours 8 am- 5 pm M-F \$ 85.00 /hour
- Overtime Working Hours 5 pm- 8 am M-F \$ 125.00 /hour
- 5 pm Fri- 12 Midnight Sat \$ 125.00 /hour
- Sunday Working Hours 12 Midnight Sat- 8 am Mon \$ 155.00 /hour
- Holiday 5 pm prior night – 8 am following day \$ 155.00 /hour

2. EMERGENCY WORK

A. PLUMBER (Licensed Journeyman)

- Regular Working Hours 8 am- 5 pm M-F \$ 92.00 /hour
- Overtime Working Hours 5 pm- 8 am M-F \$ 136.00 /hour
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3. Material Mark-up from wholesale rates

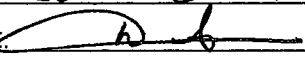
25 %

4. Response Time

Hours/Days

- Standard Response
- Emergency Response

2 HOURS
4 HOURS / WEEKENDS &
HOLIDAYS

COMPANY NAME: Energy Management Technologies LLC
ADDRESS: 5 Hemlock Street
LATHAM NY 12010 Phone No. (518) 783-7810
(City) (State) (Zip)
E-MAIL ADDRESS: DOCONNOR@EMTECH CONTROLS.COM
AUTHORIZED SIGNATURE: 
PRINTED NAME: DAVID O'CONNOR
TITLE: Service Mgr DATE: 4/21/15



Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder: EMTECH
2. Business Address: 5 HEMLOCK STREET, LATHAM NY 12110
3. When organized: _____ State of Incorporation: _____
4. How many years have you been engaged in restoration under your present firm or trade name? _____
5. General character of work performed by your company: _____
6. Have you ever defaulted on a contract? ☐ Yes ☒ No (If yes, please state where and why on a separate sheet of paper.)
7. Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No (If yes, please state where and why on a separate sheet of paper.)
8. List below three (3) previous contracts completed within the last three (3) years similar in size and scope. Include name of project contact and current telephone number:

Name of Project #1: City of Saratoga Springs
Anticipated Completion Date: ON GOING
Owner's Contact Information: STAN BORDEN
Name of Project #2: South Colonie CSD
Anticipated Completion Date: 6/30/18
Owner's Contact Information: MIKE O'NEIL
Name of Project #3: Pitney Bowes
Anticipated Completion Date: 12/31/17
Owner's Contact Information: MAUREEN KOTOWSKI

List sources, materials and maximum lead times applicable to this project:

Supplier #1: JOHNSON CONTROLS
Materials / Maximum lead time: 2 - WEEKS
Supplier #2: Belimo
Materials / Maximum lead time: 1 - WEEK



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your 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 fire district, or any public department, agency or official thereof, since the effective date of this law, 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
Section §139(d) State Finance Law

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature: [Signature]

Print Name: DAVID O'CONNOR

Title: Service Mgr

Date: 4/21/15

Company: EmTech

Address: 5 Hemlock ST, LATHAM NY 12110

Subscribed to under penalty of perjury under the laws of the State of New York, this 21 day of April, 2015 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 and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

- Legal: Vendors/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.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- 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: [Signature]

Printed name: DAVID O'CONNOR

Title: Service Mgr.

Date: 4/21/15

Company Name: Energy Management Technologies LLC



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

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

City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Em Tech
Company Address: 5 Hemlock St Latham NY 12110
Company Telephone No.: 518-783-7810 Company Fax No.: 518-783-2079
Contractor Primary Contact for This Project: DAVID O'CONNOR Title: Service Mgr

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

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

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

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance**: Two Million Dollars per Occurrence Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

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

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

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: _____ Date: 4/21/15

ATTACHMENT A

Current List of City Owned HVAC Equipment

The City of Saratoga Springs has 14 facilities located at various locations throughout the City. This may increase or decrease over the duration of the price agreement. Below is a listing of the 14 sites:

City Hall

Category	Brand	Type	Model#	Serial #	Year
Air Conditioner	Fraser-Johnston	Air Conditioner	ZS-03N11NTAAA2		2014
Air Exchanger	Airstage	Wall Mounted	ASUA9TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA18TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA7TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA12TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA7TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA12TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA7TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA7TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA12TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA7TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA12TLAV		2014
Air Exchanger	Airstage	Wall Mounted	ASUA18TLAV		2014
Air Exchanger	Bryant	Forced Air	FA4CNB060	0506A82453	
Air Exchanger	Bryant	Forced Air	FA4CNB060	0706A81971	
Air Exchanger	Goodman Mfg Co	Forced Air			2014
Boiler	Weil McLain	Gas Boiler	LBG-13	2	2000
Boiler	Weil McLain	Gas Boiler	LBG-13	2	2007
Condenser	Airstage	Condenser	AOUA72RLBV		2014
Condenser	Airstage	Condenser	AOUA72RLBV		2014
Condenser	Airstage	Condenser	AOUA144RLBVG		2014
Condenser	Amana	Condenser	ASX130181		2014
Condenser	Bryant	Condenser	113RPA060-D	1406E88858	
Condenser	Bryant	Condenser	113RPA060-D	1406E88859	

Visitors Center

Category	Brand	Type	Model#	Serial #	Year
Boiler	Weil McLain	Gas Boiler	P-EG 45-S-P1		1983
Boiler	Weil McLain	Gas Boiler	EGH-105-P1	CP1678806	1983

Canfield Casino

Category	Brand	Type	Model#	Serial #	Year
Air Exchanger	Trane	Air Exchanger		K90A02890	
Boiler	P-K Mach	Gas Boiler	C-1050	W816-08-2813	2008
Boiler	P-K Mach	Gas Boiler	C-1050	W816-08-2819	2008
Condenser	York	Air Conditioner	YCAL0060EB17	2DTM000476	2008

DPW Garage

Category	Brand	Type	Model#	Serial #	Year
Heater		Gas Heater			
Heater	Ruud	Gas Furnace			2002

DPW Carpentry Shop/DPW Dispatch

Category	Brand	Type	Model#	Serial #	Year
Air Exchanger	Liebert	Electric Climate Controller	DMED2DE-PH1		
Condenser		Air Conditioner			
Heater	Modine	Gas Heater	PA75AB	30012011290	
Heater	Modine	Gas Heater	PA130AB	08012011090	
Heater	Modine	Gas Heater	PA30AB	30012011190	

Arts Council Building

Category	Brand	Type	Model#	Serial #	Year
Air Exchanger	EZ Vent		E2V-310	A1000383	
Air Exchanger	Trane	L-12		K152145	
Boiler	Hydro Therm	Gas Boiler	MR-750C	R-2011-3234	1969
Boiler	Weil McLain	Gas Boiler	LGB5W/SN5	H7268.51234679T	2000
Condenser	Goodman Mfg Co	Condenser	CK60-3C	9703105656	
Condenser	York	Condenser	H5CE090A25A	(s)NHMM084499	1982/2003
Condenser	York	Condenser	H4CE090A25C	(s)NDHM049885	1978/1999

Weibel Ice Arena

Category	Brand	Type	Model#	Serial #	Year
Air Exchanger	Carrier	Forced Air	39LF1183AB114-S	4193T43914	
Air Exchanger	Carrier	Forced Air	39LF1183AB114-S	4193T43913	
Condenser	York	Chiller	HCIV0207PA46VABBXTX	RDVM024871	2009
Heater	Reznor	Heater	RPBL 600		2013
Heater	Reznor	Heater	RPBL 600		2013
Heater	Reznor	Heater	RPBL 400		2013

Vernon Ice Arena

Category	Brand	Type	Model#	Serial #	Year
Chiller	York	Chiller	YCIV0157VABBXT	RDVM024847	2009

Senior Citizens Center

Category	Brand	Type	Model#	Serial #	Year
Air Conditioner	Sanyo	Air Exchange	SAP241V	0017452	
Air Conditioner	York Stellar Plus	Air Exchange	M3UF032SA	EABS002710	
Air Exchanger		Forced Air	FC48D3XN1H		
Boiler	Lochinvar Knight XL	Gas Boiler	KBN501	I12H10230288	2012
Boiler	Lochinvar Knight XL	Gas Boiler	KBN501	I12H10230299	2012
Condenser	Ruud	Condenser			
Condenser	Sanyo	Condenser	SAP241C	01085 52	
Condenser	York	Condenser	D3NZ060N11025A	(S)NOH8214960	

Franklin Community Center

Category	Brand	Type	Model#	Serial #	Year
Boiler	De Bietrich	Gas Boiler	GT 120 A/II Series GT 126A	A8578 7005 03 09 000001	2009
Boiler	De Bietrich	Gas Boiler	GT 120 A/II Series GT 126A	A8578 7005 03 09 000002	2009

Southside Rec Bldg

Category	Brand	Type	Model#	Serial #	Year
Air Exchanger		Air Conditioner			
Air Exchanger		Air Conditioner			
Air Exchanger	Conserv	Air Exchanger	M04IHH23H9K00CEFY		2009
Condenser	Trane	Chiller	4TTB3036B1000BA	9483K7D5F	2009
Condenser	York	Chiller	J30HBC00A2DAA2 A	(S)NON9463717	
Condenser	York	Chiller	J30HBC00A2DAA2 A	(S)NON9463716	
Heat Pump	FHP Mfg	Heat Exchanger (Geothermal)	EC036-3VTC	SK128730	2009
Heat Pump	FHP Mfg	Heat Exchanger (Geothermal)	EC018-1VTC	SK128725	2009
Heat Pump	FHP Mfg	Heat Exchanger (Geothermal)	EC048-3VTC	SK128732	2009
Heat Pump	FHP Mfg	Heat Exchanger (Geothermal)	EC036-3VTC	SK128748	2009
Heat Pump	FHP Mfg	Heat Exchanger (Geothermal)	EC036-3VTC	SK128726	2009
Heater	Rapid Control	Forced Hot Air (Natural Gas)	4C44 AM		

Water Treatment Plant

Category	Brand	Type	Model#	Serial #	Year
Boiler	Weil McLain	Gas Boiler	LBG-13		1994

Lake Ave Fire Station

Category	Brand	Type	Model#	Serial #	Year
Boiler	Smith Cast Iron Boiler	Gas Boiler	GB300-S/W-14 INT	GB300-14-070014	2006

West Ave Fire Station

Category	Brand	Type	Model#	Serial #	Year
Furnace	Coleman	Gas Furnace	TG9S120D20MP11B	W1K4102191	
Furnace	Goodman Mfg Co	Gas Forced Air	CAPF1824BBCA	0809431542	

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2015

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 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 Avid Insurance Agency, Inc. 425 New Karner Rd. Albany NY 12205-		CONTACT NAME: PHONE (A/C, No, Ext): (518) 869-8106 FAX (A/C, No): (518) 869-8525 E-MAIL: skelley@avidins.com ADDRESS:	
INSURED ENERGY MANAGEMENT TECHNOLOGIES LLC DBA: EMTECH 5 HEMLOCK STREET LATHAM NY 12110-		INSURER(S) AFFORDING COVERAGE INSURER A: Merchants Insurance Group NAIC # 23329 INSURER B: Shelter Point INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	CMP 9147115	/ /	/ /	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			08/01/2014	08/01/2015	MED EXP (Any one person) \$ 5,000
				/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			/ /	/ /	PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			/ /	/ /	\$
A	AUTOMOBILE LIABILITY		CAP 9264276	/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			/ /	/ /	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			08/01/2014	08/01/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			/ /	/ /	PROPERTY DAMAGE (Per accident) \$
				/ /	/ /	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	CUP 9137811	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			/ /	/ /	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			/ /	/ /	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	WCA 9093768	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			/ /	/ /	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 500,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 500,000
B	NYS Disability		DBL 202393	01/01/2015	01/01/2016	Statutory
				/ /	/ /	

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

Subject to the conditions and exclusions of the policies. The city of Saratoga Springs is named as additional insured on a primary and non-contributory basis as per written contract.

CERTIFICATE HOLDER

() - () -
Purchasing Agent

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

Kenneth A. Glade

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Energy Management Technologies LLC DBA: EMTECH 5 Hemlock Street Latham NY 12110 Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy</i>)	1b. Business Telephone Number of Insured 518-783-7810 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 270062627
2. Name and Address of the 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 Merchants Insurance Group 3b. Policy Number of entity listed in box "1a": WCA 9093768 3c. Policy effective period: 08/01/2014 to 08/01/2015 3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. 3e. Demolition is: (Definition of Demolition on Reverse) <input type="checkbox"/> included. <input type="checkbox"/> excluded.

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 or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder 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. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.

Please Note: Upon the 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: Kenneth Yodis
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kenneth C. Yodis 04/27/2015
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-869-8106

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.

Definition of Demolition (Box "3e." on the reverse side of this form)

A building wrecking or demolition is one where a building, chimney or steeple is razed, or where a floor, exterior wall or roof is removed. If the contract involves only the removal of interior walls, partitions or the facing only of any exterior wall, it is not considered demolition.

Out-of-State Companies Working in NYS – NYS Workers' Compensation and Disability Benefits Requirements for Permits, Licenses or Contracts issued by NYS Government Entities

Generally, employers must have a workers' compensation policy or a combination of policies that cover each state in which they employ permanent employees to cover on-the-job accidents and disabilities. As you are probably aware, certain insurance carriers write policies that cover multiple states. "Riders" found under sections 3A and 3C on the Information Page of the policy specify the states of coverage. In addition, the operations covered in each state are identified in attachments to the policy.

In addition to any other state's workers' compensation coverages, an out-of-state employer needs to be specifically covered for NYS workers' compensation insurance when there are "sufficient contacts" between that employer and the state. While there is no single determinative factor, any of the following criteria could be the basis for finding "sufficient contacts" requiring New York coverage:

- a physician location within New York State;
- \$50,000 in payroll during a calendar year in New York State;
- one or more employees (including subcontractors) with a primary work location or hired within New York State; or
- employees (including subcontractors) working in New York State for more than 90 days during a calendar year.

If an out-of-state employer meets **any** of the above criteria, it is required to carry a New York State workers' compensation policy. When New York is listed in **Item 3A** on the Information Page of an employer's workers' compensation insurance policy, the employer is fully covered under the NYS Workers' Compensation Law. If insured through a private insurance carrier, the out-of-state employer must file a C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3. If the out-of-state employer is legally, fully self-insured in New York State, the out-of-state employer must file a SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247). If the out-of-state employer is participating in group self-insurance, the out-of-state employer must file a GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the government entity upon request).

If an out-of-state employer **does not** meet **any** of the above criteria and has New York (NY) listed in **Item 3C** on the Information Page of its workers' compensation insurance policy (the Other States Insurance section), NYS specific coverage is not required and the employer may be able to use its own state's workers' compensation coverage by filing a WC/DB-101 form. [The out-of-state employer's employees will be covered under NY benefits when working in New York by having NY listed in **Item 3C** on the Information Page of the workers' compensation insurance policy (the Other States Insurance section).]

STATE OF NEW YORK
WORKER'S COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

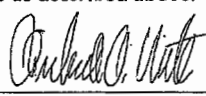
PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) ENERGY MANAGMENT TECHNOLOGIES LLC DBA EMTECH 5 HEMLOCK STREET LATHAM, NY 12110	1b. Business Telephone Number of Insured 518-783-7810 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 270062627
2. Name and Address of the 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 ShelterPoint Life Insurance Company 3b. Policy Number of Entity listed in box "1a": DBL202393 3c. Policy effective period: 08/01/2014 to 07/31/2016

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 4/27/2015 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law.
It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability 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.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". **This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".**

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of 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 employment as defined in this article, 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 the payment of disability benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) The head of 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 employment as defined in this article, and 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 the payment of disability benefits for all employees has been secured as provided by this article.