



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

PETER MARTIN
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Unified Development Ordinance Development

PREPARED BY: Susan Barden, Senior Planner; 2018

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2018-21 – **Unified Development Ordinance Development**

Name of Bidder: _____

RFP Opening: Tuesday, April 17, 2018 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 Unified Development Ordinance Zoning Update. 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 17, 2018 at 2:00 p.m. at which time they will be publicly opened and read.

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

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

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed 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 Subsequent to sixty days an offer may be withdrawn in writing.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 shall be given consideration. Every interpretation made to a bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda shall be emailed to each person whose name and address are on record with the City as having attained a bid packet or has attended a pre-bid meeting *<as applicable>*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

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

RFP #: 2018-21 Unified Development Ordinance Development

Name of Bidder: _____

Bid Opening: Tuesday, April 17, 2018 at 2:00 p.m.

AND RETURN TO:

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

4. NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

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

5. VENDOR CODE OF CONDUCT

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

6. RISK AND SAFETY AGREEMENT

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

7. CERTIFICATE OF INSURANCE

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

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a construction project in excess of \$225,000.00 aggregate, at the time of bid date and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of \$25,000.00 aggregate, at the time of bid date and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of \$225,000.00 aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor. The term "construction contract" shall mean any contract which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure.

9. CORRECTIONS

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

10. RECEIVING BIDS

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. EVALUATION PROCESS

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

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

14. AWARD OF CONTRACT: REJECTION OF BIDS

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

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

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

15. EQUAL EMPLOYMENT OPPORTUNITY

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

16. 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.



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 (4 hard copies & in electronic PDF format)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

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

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

RFP #: 2018-21 – Unified Development Ordinance Development

Name of Bidder: _____

Bid Opening: Tuesday, April 17, 2018 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

Unified Development Ordinance Development

Project Background

The City of Saratoga Springs (City) is requesting responses from qualified planning firms to complete a comprehensive revision to the existing Zoning Ordinance and Subdivision Regulations and incorporate current policy and regulatory documents including the City's Complete Streets Policy and Urban Forest Master Plan into a Unified Development Ordinance (UDO). The UDO should support the goals and policies adopted in the 2015 Comprehensive Plan.

The City is an international tourist destination supported by the Saratoga Racetrack, an award winning historic downtown, mineral springs, gateway to the Adirondacks, and is located within a manageable distance from NYC, Montreal, and Boston. The City also has many diverse cultural and educational facilities and public lands including Saratoga Spa State Park, Saratoga Performing Arts Center, growing network of trails, and 4 national landmark sites that support a high quality of life for its 28,000 year-round residents.

The City seeks to create and maintain a growing economic center and continues to experience a high volume of diverse mixed-use, industrial, commercial and residential development activity.

In 2015, the City updated the Comprehensive Plan its recommended actions center around four guiding principles:

- Economic Strength and Stability
- Environmental Health and Resiliency
- Transportation and Mobility
- Community Character

The City operates under a hybrid form based and Euclidean zoning ordinance. The City's three (3) transect districts continue to experience the highest intensity of development. Experience with the form based zoning has been positive overall, but a review of district performance and potential improvements is warranted.

The goal of the project is to develop a visually interesting, logically coherent, unified document including updates to regulatory documents, newly adopted policies and plans, and incorporates new sustainability initiatives into a regulatory framework that implements the recommendations of the Comprehensive Plan.

In order to accomplish this goal, the Consultant, with support of the City, shall complete the following tasks:

- Conduct an exciting, innovative, open and transparent process utilizing a wide range of communication/participation methods to:
 - Engage elected and appointed City officials;
 - Engage stakeholders;
 - Engage the citizenry;
 - Engage the technical review committee
- Create a visual and user-friendly document;
- Articulate and document the type of future land use and development the community wants to see;
- Prepare a Unified Development Ordinance that:
 - Updates the Zoning Ordinance;

- Updates and incorporates the Subdivision Regulations;
- Includes recently adopted policies and plans (Complete Streets Policy, Urban Forest Master Plan, etc.;
- Includes updated Building and Construction Standards and Details;
- Incorporates new sustainability initiatives
- Is easy to understand
- Is easy to administer
- Generate broad support for the UDO
- Complete the project in 12 months

This project is partially funded with a grant from New York State Energy Research and Development Authority (NYSERDA) under the Cleaner, Greener Communities (CGC) Program.

The City intends to develop a final scope of work, schedule and fee in collaboration with the selected consultant. The Consultant may provide varied approaches to completing the project.

Timeline

Date of Issue: March 23, 2018

Proposal Submittal Deadline: April 17, 2018 / 2pm

Submissions must be at the address below by the date and time noted above. Any proposal received by the City after the exact time specified will not be considered.

Interviews (if necessary): Within following week

Selection Completion: April 27, 2018

Commencement of Project: On or before May 2, 2018

Completion of Tasks: May 3, 2019

Definitions

Consultant Team: The Consultant team for this Agreement shall consist of the Consultant and any Subcontractors to be identified as part of the response to the RFP.

City of Saratoga Springs Project Manager (Project Manager): The City of Saratoga Springs shall assign a staff member as the UDO Project Manager, designated to oversee the Consultant. The Project Manager works in coordination with the Technical Review Advisory Committee (TRAC) to review deliverables and provide direction to the Consultant in a streamlined fashion. The Project Manager shall be the primary point of contact with NYSERDA and responsible for NYSERDA grant administration.

Technical Review Advisory Committee (TRAC): The TRAC provides the technical input to carry out the continuing, cooperative and comprehensive planning process for the UDO. The TRAC provides technical review and guidance on draft regulations. The members of the TRAC will participate as representatives from and technical experts of their department and/or Land Use Boards. The TRAC shall serve as the technical advisor to the City Council and the Consultant.

Deliverable Review Process

The Consultant shall submit all Deliverables outlined in this Agreement to the Project Manager once a Task is completed based on the schedule submitted by the Consultant and approved by the City. The Consultant shall submit all Deliverables in Microsoft Word and PDF format (or other format as identified in the Tasks below). In order to keep the project on schedule, the City will expedite review of the Deliverable(s) and provide the consultant's feedback based on the approved Work Plan schedule developed as part of Task 1.

Regardless of any subcontracting arrangements, the Consultant is solely responsible for all tasks in this Statement of Work.

Proposed Project Approach and Add Alternates

The City strongly encourages Consultants to employ a creative approach in fulfilling overall project tasks. The approach may include add alternates that the Consultant feels will lead to a successful project process and outcome. The approach may or may not incorporate the following outlined tasks 2-6 below. The consultant should clearly identify whether there is acceptance of tasks 2-6 below, or whether alternative tasks or process are being proposed.

Task 1 - Contract Management

The Consultant shall be responsible for overall Contract management and coordination of all Tasks in this Agreement.

At a minimum, the Consultant shall comply with the following:

- Work Plan- A Work Plan and schedule, with approximate dates for key deliverables to be submitted for approval and methodology for delivering work products. The Work Plan shall set forth how the deliverables relate to one another. The Work Plan shall also provide a summary of how approvals will be attained by the Consultant's internal team for key deliverables and list the point people for each stage of approval. Lastly, the Work Plan shall identify how deliverables may be modified and updated in the future.
- Contract Management: The Consultant shall actively lead conference calls with the Project Manager via face-to-face or through video conferencing a maximum of two (2) monthly meetings per month as needed to gauge project status. The Consultant will provide the agenda, meeting minutes, and all video conferencing functionality in order to facilitate.
- Public Engagement: The Consultant shall actively lead workshops or other public engagement activities and as described in the subsequent tasks with the TRAC and City Council via face-to-face or through video conferencing. Consultants shall propose and describe their approach and methodology as part of the RFP submission. The Consultant will provide the agenda, meeting minutes, and all video conferencing functionality in order to facilitate. If the City requests additional workshops, the consultant shall bill their time based on the hourly rates submitted.
- Project Benefit Metrics Report (attached) - The Project Benefits Metrics Report (PBMR) fulfills compliance with NYSEERDA's Cleaner Greener grant program. NYSEERDA expects all CGC investment to create near-term benefits, and have the potential to create significant long-term environmental, community, and economic development benefits. A PBMR template is included as an attachment to this RFP and technical assistance can be provided by NYSEERDA to complete the report.
- Complete the required State Environmental Quality Review Act (SEQRA) process.
- Facilitate and document the formal adoption process by providing the final UDO to the City Council for review and final adoption.
- The City, in coordination with the Consultant, shall prepare a comprehensive final report, in a template provided by NYSEERDA and limited to no more than 15 pages plus attached final products, which describes the work performed.
- To further NYSEERDA's goal of transferring technology or knowledge amongst all NYS communities, the City in coordination with the Consultant shall make all final project deliverables available for public use.

Task 2 - Review and Diagnosis of Existing Regulations

The Consultant shall familiarize themselves the following current regulatory documents including, but not limited to: the Zoning Ordinance, Zoning Map, Subdivision Regulations, Building and Construction Standards and Details in consideration of the 2015 Comprehensive Plan recommendations, the Open Space Resources 2002 Plan, 2016 Complete Streets Plan, 2012 Complete Streets Policy, Saratoga Greenbelt Trail Plan, the Urban and Community Forestry Master Plan (all available at www.saratoga-springs.org) and prior UDO work products available at <http://saratogaspringsudo.com>.

Upon conclusion of the analysis, the Consultant shall create and finalize a report summarizing the findings and include a work plan and schedule to complete the project.

The report shall synthesize and refine the key issues and solutions to be addressed in the new unified development ordinance. The report shall provide an outline of the proposed ordinance structure if the key issues and solutions are addressed and shall include a code diagnosis that will analyze the current development regulations and identify the key issues and goals that need to be addressed in the rewrite. It shall also summarize national best practices that might be considered for incorporation into the ordinance. The diagnosis shall summarize and discuss the most appropriate zoning framework for the new ordinance, as well as possible alternate options.

Conduct a series of meetings on the report with the public and the Advisory Committee. At the conclusion of this process, the consultant shall look for direction from the City as to the particulars of the report, its proposed structure and any substantive changes that are needed.

For the workshop, the Consultant shall provide meeting minutes, attendance lists, and any materials prepared for and delivered during this workshop including, but not limited to, PowerPoint presentations and handouts. These materials will be posted to the UDO website for public viewing. In addition, the Consultant will create and present the findings and analysis to the City Council.

Task 3 - Draft UDO

Based on the findings of Task 2, the Consultant shall submit a Preliminary Draft UDO based on the review comments received in Task 2. The preliminary draft will include all graphics as well as a Zoning Map. The City reserves the right to request additional analysis, clarification, or other content for inclusion in the Draft to meet the scope outlined in the contract.

Task 4 - Public Review Draft UDO

The Consultant shall perform the following activities:

The Consultant shall revise the Preliminary Draft UDO into a Public Review Draft UDO that is suitable for public review and comment, which includes the following components:

- Incorporate comments received under Task 3 into the Public Review Draft UDO and all new and revised content expected to be included in the final adopted UDO. This includes an updated Zoning Map;
- After initial review and comment by staff, the ordinance shall be distributed for public review. In addition, it shall be made available on the City's website, in City Hall, and at the Saratoga Springs Public Library; and
- The Consultant shall conduct at least three (3) City Council workshops to review the proposed Public Review Draft UDO and at least one (1) workshop to the Land Use Boards. For each of these workshops and presentations, the Consultant shall provide meeting minutes, attendance lists, and any materials prepared for and delivered during these workshops and presentations including, but not limited to, PowerPoint presentations and handouts.

Task 5 - Final UDO and Adoption

The Consultant, in conjunction with the rest of the Consultant Team, shall perform the following activities:

The Consultant shall develop the final UDO and assist in the adoption process, which includes the following components:

- Revise the Public Review Draft UDO completed under Task 4 to a Complete Draft Final UDO and submit to the Project Manager and the TRAC for review and approval prior to submission to the City Council for review and adoption;
- Complete the required State Environmental Quality Review Act (SEQRA) process ;and
- Facilitate and document the formal adoption process by providing the final UDO to the City Council for review and final adoption. If adopted, the Consultant shall provide the resolution showing City Council adoption and a copy of the final, adopted Unified Development Ordinance.

Task 6 - Final Report and Technology Transfer

The City, in coordination with the Consultant, shall prepare a comprehensive final report, in a template provided by NYSERDA and limited to no more than 15 pages plus attached final products, which describes the work performed and the results associated with the tasks outlined in this Agreement.

To further NYSERDA's goal of transferring technology or knowledge amongst all NYS communities, the City in coordination with the Consultant shall make all final project deliverables available for public use.

Minimum Report Content:

- Table of Contents;
- Brief overview of CGC Program;
- Project overview and description;
- Summary of tasks completed;
- Narrative describing activities that took place;
- Table outlining tasks that received NYSERDA funding, total cost of tasks as implemented, and NYSERDA funding amounts;
- Appendices including:
 - o Documentation outlined in Tasks 2 through 6 of this Statement of Work;
 - o Names, contact information and roles for project participants; and
 - o Performance Metrics - Include final PBMR required by NYSERDA.

The City reserves the right to request additional analysis, clarification on certain tasks, or other content for inclusion in the Draft or Final Reports.

All RFP submissions shall include the following minimum information:

1. Cover Letter: Each consultant team submission in response to this RFP must be accompanied by a cover letter signed by an officer of the lead consultant.
2. Project Understanding and Approach: Provide a description of the intended approach to the project that demonstrates an understanding of the issues and tasks and how the consultant intends to address them. Include public outreach approach and outreach to city officials for review and acceptance.
3. Description of the Organization, Management, and Team Members: Outline the organizational and management structure for the project. Identify who will be the project manager and describe the anticipated roles of key project personnel.
4. Organization Qualifications: Provide a summary of the consultant team's qualifications indicating relevant experience and capabilities. Provide examples of similar projects and references. Indicate the qualifications of the consultant team members who would work on the project.
5. Project Timeline/Implementation Schedule: The city anticipates that the Project will be completed in an expeditious manner in order to implement the new ordinance upon it becoming effective. Provide a project timeline inclusive of all milestones, meetings, workshops, and deliverables proposed to complete the project.
6. Fee Proposal:
 - a. Firms shall consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the requested services as described in its technical proposal.
 - b. Firms shall clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City without prior written consent by the City.

- c. Firms shall provide the proposed fee for providing the services set forth in the scope of services section above as a total not to exceed flat fee for providing all of the services referenced herein.
 - d. Proposed costs should be itemized to show the number of hours of direct labor for each task, overhead rate, profit, and other direct costs. The fee proposal will not be the determining factor in the selection process.
 - e. It is not the intent of the City to limit innovative solutions by budget constraints, but rather to determine which proposal has the potential of providing the best value for the services required. The Planning Department will make available in-kind services by providing materials, meeting coordination, and other support efforts to facilitate the project.
7. Completed and Signed Mandatory Forms: As part of the submission requirements, the proposer must complete and submit forms attached to this RFP.

Selection Process

Selections may be evaluated based upon an evaluation including project approach, Consultant experience and qualifications, and bid price.

The selection committee may choose to interview several of the top ranked consultants and reserves the right not to accept any of the submissions.

TOTAL BID IN FIGURES: \$ _____

TOTAL BID WRITTEN: _____

COMPANY NAME: _____

ADDRESS: _____

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

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



Non-Collusive Bidding Certification
Section §139(d) State Finance Law

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

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

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

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company: _____ Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2018 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

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

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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____

Company Address: _____



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

(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant 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 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 Consultant 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 Consultant 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 Consultant.

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

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million 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 Consultant 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 Consultant 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 Consultant 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 Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

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

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

The Consultant 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 Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant 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 Consultant or other persons, while engaged in the performance of any work or services required by the Consultant 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, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant 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 Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant 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 Consultant 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.

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

Consultant Signature: _____ **Date:** _____

Attachment A: Project Metrics Report Template

CFA 31779, Project Benefit Report

Unified Development Code Zoning Update

Section 1. Benefits Overview

The Unified Development Code update will provide regulations in keeping with the recently adopted Comprehensive plan that will encourage smart growth principles in Saratoga Springs resulting in fewer vehicle miles traveled, lower energy consumption, and associated reductions in greenhouse gas emissions. Coupled with an overriding philosophy of sustainability supporting city objectives, the Zoning Ordinance and Subdivision Regulations and Building Construction Standards and Details will be updated to provide multiple opportunities to decrease overall energy use. By providing the regulatory framework for land-use patterns that encourage city center density, connectivity, and well-defined urban edges, residents will be able to drive less to meet basic needs and enjoy a more vibrant urban experience in the downtown areas. By investigating opportunities for more efficient and sustainable buildings as the Building Construction Standards and Details are finalized, there will be additional reductions in energy use possible that will be added as appropriate.

Section 2. Expected Annual Benefits by Close of CGC Project Period

N/A per template guidance as a non-discrete energy savings project

Section 3. Potential for Future and/or Long Term Transformational Benefits

Section 3: Future and Long Term Transformation Benefits				
Type	Metric	by 5 years	by 15 Years	by 30 Years
RPM	1. GHG Savings (MTCDE / Year)	200,000	290,000	480,000
RPM	2. Conventional Energy Savings (MMBTU/year)	2,500,000	3,600,000	5,900,000
RPM	3. Gasoline Savings (gallons/ year)	860,000	2,400,000	4,400,000
RPM	4. Natural Gas Savings (therms/year)	190,000	670,000	1,800,000
RPM	5. Grid Electricity Savings (kWh/year)	3,200,000	12,000,000	30,000,000
SCM	6. Number of new LEED or Certified Buildings	TBD	TBD	TBD
SCM	7. VMT Reduced (miles/year)	20,000,000	64,000,000	140,000,000
RPM	8. Conventional Energy Cost Savings (\$ / year)	\$2,900,000	\$10,000,000	\$26,000,000
RPM	9. NYSERDA CGC Investment (\$)	\$200,000	-	-
RPM	10. Investment by Others (matching and leveraged)	\$50,000	-	-

Methods and Assumptions

General Note: All projections assume a baseline year of 2010 for data based on the available data from the Capital Region Sustainability Plan and time horizons based on 2016 as the year of implementation.

Metric 1: GHG Emissions Savings. Using the template and emissions factors provided in Attachment C of the CGC Project Benefits Report Template and summarized below, conventional energy savings, including gasoline (Metric 3), natural gas (Metric 4), and conventional electricity (Metric 5), were converted into MTCDE/year.

Fuel Type	Heating Value/ Conversion	CO2e
Electricity Consumption (Scope 2)	mmBtu/MWh	kg/MWh
NYSERDA State Average	3412.14	283.5
Gaseous Fuels	mmBtu / therm	kg/ mmBtu
Natural Gas (per scf)	0.1	53.072
Liquid Fuels	mmBtu / gallon	kg/ mmBtu
Motor Gasoline	0.125	70.469

Metric 2: Total Conventional Energy Savings. Using conversion factors summarized above, specific resource savings, including gasoline (Metric 3), natural gas (Metric 4), and conventional electricity (Metric 5), were converted into million British Thermal Units (MMBtu) total conventional energy savings.

Metric 3: Gasoline Savings (or increase). According to U.S. Department of Energy figures, in 2010, the weighted average combined fuel economy of cars and light trucks combined was 20.9 miles per gallon. A 1.05% annual MPG increase was applied to estimate future fuel efficiency based on changes in the combined average MPG for cars and two-axle, four-tire trucks from 1995-2013 due to CAFE standards.¹ Because Diesel fuel consumption is primarily affected by long-haul trucking and would be influenced minimally by the development of the Unified Development Ordinance, the impacts on diesel fuel consumption have been excluded for the purposes of this analysis.

Using total 2010 household VMT figures for Saratoga Springs of 308,211,498 miles², gasoline savings were calculated using the following formula. An estimated 0.2% annual reduction in VMT was used and is described in more detail in Metric 7 below.

$$(Total\ VMT / Average\ MPG) * Estimated\ Annual\ Percent\ VMT\ Reduction$$

Metric 4: Natural Gas Savings. Assuming that the energy code developed as part of the Building Construction Standards and Details will specify greater efficiency than that specified by current building code, additional savings could be realized above that realized through the adoption of updated building codes. Using baseline natural gas consumption provided in the Capital Region Sustainability Plan, 18,202,053 Therms, an energy savings for new construction and redevelopment was projected based on the potential adoption of an energy code 5% more stringent than the New York State Energy Conservation Construction Code. The natural gas baseline was correlated to a population increase of

¹ http://www.cta.ornl.gov/data/tedb34/Edition34_Chapter04.pdf

² Based on 2010 census population of 26,586 and Capital region average 201 VMT of 11,593 miles/capita found in <https://www.nyscrda.ny.gov/-/media/Files/About/Statewide-Initiatives/CGC-Plans/Capital-CGC-Plan-Report.pdf>

3.3%³ and the year over year change was assumed to be attributable to new construction and redevelopment. To develop the projected natural gas savings for any given year accounting for those savings incurred in prior years, the 5% decrease in natural gas consumption was applied annually according to the following formula:

*Baseline Consumption Year X - (Differential of Baseline Consumption Year X from Year 2015) * .95*

Metric 5: Conventional Electricity Savings. Using the baseline conventional electricity consumption provided in the Capital Region Sustainability Plan, an energy savings calculation for electricity was modeled in the same manner and using the same assumptions as natural gas savings (Metric 4).

Metric 6: Number of new LEED-certified Buildings. Assuming that the market responds positively to the new development code, we would expect a small number of LEED-certified buildings to be constructed in Saratoga Springs. It is difficult to predict the number of new commercial buildings in Saratoga Springs over 30 years, and we will return to this question in the final Project Benefits Metrics Report at the conclusion of this project.

Metric 7: VMT reduced. According to the Capital Region Sustainability Plan, the baseline VMT per capita is 11,593 per annum (2010). Using the 2010 population for Saratoga Springs from the U.S. Census, 26,586, the total baseline VMT for Saratoga Springs is calculated by multiplying VMT per capita by total population. Using data from the Federal Highway Administration, the overall growth in VMT is projected to increase by 1.04% annually across all vehicle types from 2013 to 2033 and is assumed to continue at that rate for the duration of the study period.⁴

A major assumption is that the new development code will incentivize more mixed-use development city-wide. According to the U.S. EPA, increased density combined with mixed-use development can have significant impacts on VMT. Studies have shown that a 10% increase in density can correlate to a 3.8% decrease in VMT, and when including mixed-use development with more occupational opportunities for residents that can substantially increase. For the purposes of this analysis, the combined strategies that will be codified as part of the General Development Ordinance are assumed to reduce VMT 6% over the 30 year time horizon. This estimate will continue to be revised as the ordinance is developed.

Metric 8. Conventional Energy Cost Savings. Conventional cost savings combine gasoline fuel cost savings as well as electricity and natural gas cost savings. The average price of gasoline in New York was \$3.00 in 2010 and \$2.67 in 2015.⁵ To be conservative in the estimates, it is assumed that the price of gas will not rise considerably over the planning horizon – a 10% increase in gasoline prices every five years has been applied.

Baseline prices for natural gas were estimated based on a five year average from 2010-2014 taken based on December average residential and commercial SC2 rates⁶, and the electricity baseline was based on a

³ <http://quickfacts.census.gov/qfd/states/36/3665255.html>

⁴ https://www.fhwa.dot.gov/policyinformation/tables/vmt/vmt_forecast_sum.pdf

⁵ http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sny_a.htm

⁶ http://www.nationalgridus.com/niagaramohawk/home/rates/4_gas_supply.asp

five year average of supply service charges on the SC2 rates⁷ from 2011-2015, both from Niagra Mohawk Power Corporation. Natural gas prices are assumed to escalate at 2.6% per year, in keeping with the long term average reference case of the Energy Information Administration, and electricity prices are assumed to increase at the long term average of 0.6%.⁸

Metric 9: Investment by others (matching and leveraged). For the purposes of this project, the Town of Saratoga Springs has provided a \$50,000 match. After the Unified Development Code update is implemented, additional investments will be realized by those implementing the code update. Leveraged economic investment cannot be quantified at this stage, but the zoning ordinance is expected to encourage new real-estate development and retail development in the medium and long-term, helping to stimulate the local economy. We will address this question again in the final PEP at the conclusion of the project, when we will have a better idea of the likely market response.

Metric 10: NYSERDA CGC Investment (funding requested). NYSERDA’s investment in Saratoga will total \$200,000 for this project.

Section 4. Projected Impact on Regional and Local Sustainability Indicators

Section 4: Potential to Impact Regional and Local Sustainability Indicators			
Indicator	Type (RSPI, CPI, Other)	Baseline (if known)	Brief one-line description of impact
Number of Climate Smart Communities within region and number of certified Climate Smart Communities.	RSPI	16	We will discuss this issue with Saratoga Springs over the course of the project and expect that Saratoga Springs will commit to becoming a climate smart community.
Community Average WalkScore	CPI	40	Assuming a positive market response to the new ordinance, we would expect more mixed-use development to locate in town center areas, resulting in a more walkable community.
H+T Index	CPI	51%	Encouraging more businesses and services to locate locally should result in a modest increase in local employment. Legalizing a variety of housing types to accommodate residents of varying incomes should reduce the cost of H+T as a percentage of income.
Land Use Patterns – per capita land consumption (acres)	RSPI	0.01	Encouraging more efficient use of land by increasing density in designated areas and decreasing sprawl should decrease this number further, especially in the city core.
Percentage of housing units located within cities and villages that are affordable to low-to-moderate income households	RSPI	TBD	Legalizing and encouraging a variety of housing types will help to accommodate people of all ages and income levels.
Total percentage of workers commuting via walking, biking, transit and carpooling	RSPI	15.4%	Higher-density mixed-use districts will encourage economic activity while enabling residents to access services near their homes.
Vehicle miles traveled per capita (VMT per capita)	RSPI	11,593	Locating services and amenities close to home while reducing sprawl will decrease VMT per capita over time.

⁷ http://www.nationalgridus.com/niagaramohawk/home/rates/4_elec_rate.asp

⁸ http://www.eia.gov/forecasts/aeo/section_prices.cfm

Methods and Assumptions

Indicator 1: Number of Climate Smart Communities within region and number of certified Climate Smart Communities. NY DEC emphasizes that in order for a community to be certified, action by the *entire* community is needed. Zoning ordinances can demonstrate commitment to climate change adaptation at a macro level to ensure that new and existing development is managed in such a way to reduce GHGs per capita and avoid exacerbating the impact of extreme weather on local infrastructure.

Indicator 2: Community Average WalkScore. Using the average city WalkScore function of WalkScore.com yielded an average score of 40 or “car-dependent” for Saratoga Springs. By including design elements and regulations that encourage the development of a more walkable community with a diverse mix of uses that meet daily needs, the General Development Ordinance should substantially increase the Walkscore of the community.

Indicator 3: Housing and Transportation Index. By increasing the availability of diverse housing stock, potentially including an element specific to housing affordability, and increasing transportation connectivity, Saratoga Springs can considerably lower the baseline percentage of housing and transportation costs as a percentage of income, currently 51%.⁹

Indicator 4: Land Use Patterns – per capita land consumption (acres). The new ordinance will ensure efficient use of land by regulating the built form of the community in order to enhance community character, protect agricultural land and open space, reduce the amount of land given over to parking, allow a variety of dwelling types that will enhance access to housing, and promote efficiency and walkability. As more uses are intensified in appropriate areas, the trend as reported with county level GIS should decrease from the 2010 baseline of 0.01 acres/capita.

Indicator 5: Percentage of housing units located within cities and villages that are affordable to low-to-moderate income households. The new zoning ordinance will be more flexible in allowing different kinds of dwellings, including smaller dwellings, and other age-friendly strategies such as accessory dwellings in predominantly single-family home districts. The new ordinance is thus expected to increase the number of affordable dwellings while encouraging a more traditional urbanism.

Indicator 6: Total percentage of workers commuting via walking, biking, transit and carpooling. The new ordinance will encourage the development of high-density, mixed-use town center districts, will legalize pockets of commercial development in residential areas that will encourage local economic development, and modestly increase the number of residents who are able to walk (or bike) to work. The ordinance will also allow a more flexible definition of at-home businesses.

Indicator 7: Vehicle miles traveled per capita (VMT per capita). The new ordinance will enable the development of mixed-use town center areas, and pockets of development in residential areas, to enable residents to access day-to-day needs close to home, reducing the need to drive long distances.

⁹ <http://htaindex.cnt.org/map/>

Attachment B -CPPF

City of Saratoga Springs Contract Pricing Proposal Form	Solicitation/Contract No.	Page
--	---------------------------	------

Contractor:	Name of Proposed Project:
-------------	---------------------------

Address:	
----------	--

Location (where work is to be performed):	
---	--

	Total Project Cost:		
--	---------------------	--	--

	Total Project Costs		
--	---------------------	--	--

Cost Element			
--------------	--	--	--

1. Direct Materials			
---------------------	--	--	--

a. Purchased Parts			
--------------------	--	--	--

b. Other			
----------	--	--	--

Total Direct Materials			
------------------------	--	--	--

2. Materials Overhead	Rate:		
-----------------------	-------	--	--

3. Direct Labor (specify names/titles)	Hours	Rate/hr		
--	-------	---------	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

Total Direct Labor			
--------------------	--	--	--

4. Labor Overhead	Rate %	\$ Base		
-------------------	--------	---------	--	--

--	--	--	--	--

Total Labor Overhead			
----------------------	--	--	--

5. Outside Special Testing			
----------------------------	--	--	--

6. Equipment			
--------------	--	--	--

7. Travel			
-----------	--	--	--

8. Other Direct Costs			
-----------------------	--	--	--

9. Subcontractors/Consultants			
-------------------------------	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

Total Subcontractors/Consultants			
----------------------------------	--	--	--

10. General & Administrative Expense	Rate %	Element(s)		
--------------------------------------	--------	------------	--	--

--	--	--	--	--

--	--	--	--	--

11. Fee or Profit (if allowable) Rate:			
--	--	--	--

12. Total Estimated Project Cost	#VALUE!		
----------------------------------	---------	--	--

This proposal reflects our best estimates as of this date, in accordance with the instructions to proposers.

Typed Name and Title:	Signature:	Date:
-----------------------	------------	-------

Has any executive agency of the U.S. government performed any review of your records in connection with any prime contract or subcontract within the past twelve months?	_____ Yes	_____ No
--	-----------	----------