

COUNTY OF SARATOGA  
REQUEST FOR PROPOSAL

Voices of Saratoga in the American Revolution

#26-RFP-SCVAR-2



Received until 5:00 pm, Friday July 17, 2026

Saratoga County Department of Central Services  
John T. Warmt, Director of Purchasing  
50 West High Street Ballston Spa, New York 12020

**REQUEST FOR PROPOSALS**

**Voices of Saratoga in the American Revolution  
26-RFP-SCVSAR-2**

Saratoga County seeks proposals from qualified companies to design and develop four interactive interpretive panels to be displayed inside the Saratoga Revolutionary Experience Center.

Proposals, one (1) clearly marked original (with original signatures), one (1) copy, and one (1) electronic copy on a USB (pdf format preferred), will be accepted until 5:00 PM, Friday, July 17, 2026, at the Saratoga County Department of Central Services, 50 West High Street, Ballston Spa, New York 12020. Envelopes should be labeled with the firm’s name and specification #26-RFP-SCVAR-2.

All questions regarding this Request for Proposal (RFP) should be directed to John Warmt, Director of Purchasing, at (518) 885-2210 or by email [jwarmt@saratogacountyny.gov](mailto:jwarmt@saratogacountyny.gov) and [Lauren Roberts, County Historian at \(518\)-884-4749 or by email at lroberts@saratogacountyny.gov](mailto:lroberts@saratogacountyny.gov). Questions will be answered and made part of an addendum if needed.

**BACKGROUND:**

In 2024, the County of Saratoga completed a Master Interpretation Plan of Historic Sites related to the Battles of Saratoga. This plan identified stories and locations throughout the congressionally designated Siege of Saratoga Battlefield in the Towns of Saratoga, Stillwater, Northumberland and the Village of Schuylerville that would enhance visitor experience using new technology to support interpretation. With a new grant, the County of Saratoga is focusing on the development of the Saratoga Revolutionary Experience at the Champlain Canal Region Gateway Visitor Center on Ferry Street in the Village of Schuylerville. Project highlights include an interactive map projection screen, interior display panels and exterior reader rails that activate an augmented reality experience.

**PHASE 1: EXHIBIT DESIGN AND DEVELOPMENT:**

The County of Saratoga seeks a qualified consultant to design and develop four interactive interpretive panels to be displayed inside the Saratoga Revolutionary Experience Center located at 30 Ferry Street in Schuylerville, NY. These panels will focus on personal stories of both soldiers and non-combatants who participated in the Battles of Saratoga in 1777. Each panel will be approximately 36” x 60” and will include an interactive element using Augmented Reality, digital storytelling, or another kind of interactive technology that matches the theme of the panels. The consultant will work with the Saratoga County Historian’s Office to identify stories and images to be featured on the panels. Fabrication of the panels and development of the associated Augmented Reality Experiences must be completed and ready for installation by August 31, 2026. Installation of the panels is not included in this proposal.

Deliverables:

4 exhibition panels, size is approximately 36” x 60”, made of hardy board or similar material

Each panel will display a QR code which will trigger a web-based digital experience (users will use their own mobile device to activate) lasting approximately 2-3 minutes. This may include but is not limited to: augmented reality experience, 3D object scan or video.

The content for the panels will heavily rely on primary source-based stories identified in a 2024 Master Interpretation report. Images used on the panel will be chosen in consultation with the Saratoga County Historian’s Office. The focus of the panels will be: 1. Soldiers 2. Young people/children 3. Women, 4. People of Color.

The total budget for this project cannot exceed \$30,000.

**PROPOSAL SHOULD INCLUDE THE FOLLOWING:**

1. Provide a company overview and executive summary outlining the vendor’s qualifications and relevant experience.
2. Include a detailed plan for development and deployment, including timelines.
3. Provide detail including examples of artwork
4. Project will need to be completed and ready to install no later than August 31, 2026.
5. Provide a breakdown of costs and proposed pricing.
6. Demonstrate ability to complete the project.
7. Provide three (3) references.

**PROPOSAL EVALUATION:**

Submitted proposals will be reviewed utilizing the following rubric:

1. Cost – 50 pts.
2. Familiarity with Subject Matter – 25 pts.
3. Experience with Similar Technological Exhibits – 25 pts.

\*\*\*\*\*



## **Federal Funding Bids Contract Supplement**

### **Remedies – During the performance of this contract:**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized). New York law shall apply to resolve any and all controversies related to or arising out of this contract. Venue of any such legal action shall be the Supreme Court, Saratoga County, New York.

### **Termination for Cause and Convenience – During the performance of this contract:**

The County shall have the right at any time to terminate the work required by this contract, by written notice of such termination provided to the contractor by the County; and, in the event of such termination of this contract, the contractor shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this contract, such compensation to be in accordance with the contract documents.

### **Compliance with Title VI of the Civil Rights Act of 1964 – During the performance of this contract:**

The contractor, subcontractor, sub-grantee, successor, transferee, and assigned shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

### **Equal Employment Opportunity – During the performance of this contract:**

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis Bacon Act and Copeland "Anti-Kickback Act" – During the performance of this contract:**

The contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) for all prime construction contracts in excess of \$2,000.

The contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The County will provide the current prevailing wage determination issued by the Department of Labor. The contract or subcontract award is conditioned upon the acceptance of the wage determination.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**Contract Work Hours and Safety Standard Act – During the performance of contract:**

- 1) No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible, therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours, without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) The County shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Rights to Inventions – During the performance of contract:**

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, “ and any implementing regulation issued by the awarding agency.

**Clean Air Act – During the performance of contract:**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to New York State, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**Federal Water Pollution Control Act – During the performance of contract:**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to New York State and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**Suspension and Debarment – During the performance of contract:**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to New York State and County, the Federal Government may pursue available remedies, including but not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-lobbying Amendment - During the performance of contract:**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to therecipient.”

**Certification for Contracts, Grants, Loans, and Cooperative Agreements:**

The undersigned contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

**Procurement of Recovered Materials - During the performance of contract:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**Prohibition on certain telecommunications and video surveillances services or equipment - During the performance of contract:**

The County is prohibited from obligating federal grant funds and the contractor shall not use any federal grant funds to:

(1) Procure or obtain;

(2) Extend or renew a [contract](#) to procure or obtain; or

(3) Enter into a [contract](#) (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See [Public Law 115-232](#), section 889 for additional information. See also [§ 200.471](#).

**Domestic Preferences for Procurements - During the performance of contract:**

**(a)** As appropriate and to the extent consistent with law, the contractor agrees, to the greatest extent practicable, provide a preference, for the purchase, acquisition, or use of goods, products, or materials produced in the United State (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractors including all contracts and purchase orders for work or products under this award.

**(b)** For purposes of this section:

**(1)** “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**(2)** “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**VENDOR INFORMATION**  
**FOR THE COUNTY OF SARATOGA**

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Business Type (Sole Proprietorship, Corporation, LLC, etc.) \_\_\_\_\_

Is your business a Disadvantaged Business Enterprise (DBE)? Yes  No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes  No

Does your business have a small business status? Yes  No

Any other business status, please provide information: \_\_\_\_\_

Provide the name of the Certifying Entity (ties): \_\_\_\_\_

Have you conducted business with the County before? Yes  No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: \_\_\_\_\_

How did you discover this Bid opportunity? \_\_\_\_\_

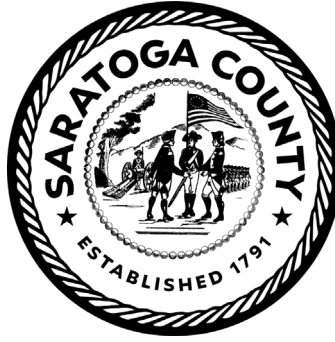
Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes  No

If Yes, do you find it useful (explain) or if No, why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.**

**Thank you.**



**STATEMENT OF REQUIRED  
DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS**

***Note: ALL Sections on the following pages must be completed and this Statement must be SIGNED (see Instructions to Bidders for Electronic Signature Requirement)***

**Name of the Reporting Entity:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Remit to Address if different from above:**

\_\_\_\_\_

\_\_\_\_\_

**FID No.:** \_\_\_\_\_

**Name of Individual Completing this form:** \_\_\_\_\_

**Title/Position:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**EMAIL address:** \_\_\_\_\_

**EMAIL address (for Purchase Orders to be emailed, this is mandatory):**

\_\_\_\_\_  
**SIGNATORY FIRST & LASTNAME:** \_\_\_\_\_

**SIGNATORY TITLE:** \_\_\_\_\_

# **Disclosure Requirements under New York State Finance Law Sections 139-j and 139-k**

## **1. Background:**

In compliance with New York State Finance Law Sections 139-j and 139-k, any individual or entity applying for this procurement must submit certain disclosures concerning its compliance with the state's procurement lobbying rules.

## **2. Disclosure of Prior Findings of Non-Responsibility:**

The Offeror must disclose whether it has been found non-responsible within the last four years by any governmental entity for:

- Engaging in impermissible contacts under Section 139-j of the State Finance Law, or
- Knowingly and willfully providing false or incomplete information in required disclosures.

## **3. Required Documentation:**

The Offeror is required to submit a signed disclosure form, detailing any such findings of non-responsibility, including the nature of the violation and the entity that made the finding.

If the Offeror has not been found non-responsible, it must certify that no such findings have occurred within the past four years.

## **4. Consequences of Non-Compliance:**

Failure to disclose accurate and complete information as required by Sections 139-j and 139-k could result in a determination of non-responsibility, leading to rejection of the proposal or termination of any awarded contract.

INITIAL:

**Disclosure of Prior Non-Responsibility Determinations Form**  
**Pursuant to New York State Finance Law**  
**Sections 139-j and 139-k**

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

RFP/Contract Title: \_\_\_\_\_

1. Has any governmental entity made a Finding of Non-Responsibility regarding the Proposer in the last four years?

Yes

No

2. If yes, please provide the following details for each Finding of Non-Responsibility:

Governmental Entity: \_\_\_\_\_

Year of Finding: \_\_\_\_\_

Reason for Finding of Non-Responsibility (e.g., impermissible contacts or provision of false or incomplete information):

\_\_\_\_\_

3. Was the Finding of Non-Responsibility due to a violation of State Finance Law Section 139-j?

Yes

No

4. Was the Finding of Non-Responsibility due to the intentional provision of false or incomplete information?

Yes

No

5. If you answered "Yes" to any of the above questions, please provide an explanation of the circumstances and any steps taken to address the situation:

\_\_\_\_\_

\_\_\_\_\_

## **Section A. AFFIDAVIT OF NON-COLLUSION**

### **(This form must be included with bid package and initialed)**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

**INITIAL:**

## **Section B. COMPLIANCE WITH IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

*[Please Check One]*

### **BIDDER'S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

**INITIAL:**

## **Section C. COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

*[Please Check One]*

### **BIDDER'S CERTIFICATION**

- 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: \_\_\_\_\_

\_\_\_\_\_

**INITIAL:**

## **Section D. TITLE VI NONDISCRIMINATION STATEMENT**

The County of Saratoga, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to the advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website ([www.saratogacountyny.gov](http://www.saratogacountyny.gov)). A Vendor Information questionnaire is included with this bid which provides an opportunity to disclose any DBE designation.

INITIAL:

## **Section E. Freedom of Information Law (FOIL) Notice**

All proposals and other materials submitted in response to this Request for Proposal (RFP) are subject to disclosure under the New York State Freedom of Information Law (FOIL), Article 6 of the Public Officers Law.

Bidders who believe that specific information in their proposal constitutes trade secrets or is otherwise exempt from disclosure under FOIL must clearly mark such information as "CONFIDENTIAL" on each relevant page. Additionally, bidders must provide a written explanation that identifies the specific FOIL exemption(s) applicable and the reason(s) why the information should not be disclosed.

Please note the following:

1. Saratoga County will review all requests for confidentiality and determine whether the information will be withheld in compliance with FOIL.
2. Marking documents as "CONFIDENTIAL" does not guarantee protection from disclosure. All determinations regarding the applicability of FOIL will be made by Saratoga County.
3. When Saratoga County receives a FOIL request for materials marked as "CONFIDENTIAL," the bidder will be notified, and the bidder will have an opportunity to respond before any determination is made regarding the release of such information.
4. Any portions of the proposal that are not clearly identified as confidential will be available for release in response to a FOIL request.

By submitting a proposal, bidders acknowledge that Saratoga County may be required to disclose records in compliance with FOIL and agree not to hold the Saratoga County liable for any damages arising from such disclosure.

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## **Section F. Choice of Law Notice**

This Request for Proposal (RFP), any resulting contract, and any disputes arising therefrom shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. The parties agree that any legal actions or proceedings arising from this RFP or the contract resulting from it shall be brought exclusively in the State of New York.

By submitting a proposal in response to this RFP, the bidder agrees to submit to the jurisdiction of the courts of the State of New York and to waive any claims of forum non convenient or other objections to venue.

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## **Section G. Non-Binding Notice**

This Request for Proposal (RFP) is issued solely for the purpose of obtaining information and proposals for evaluation by Saratoga County. The issuance of this RFP does not obligate Saratoga County to award a contract, nor does it constitute a commitment by Saratoga County to enter into a contract with any bidder.

Any costs incurred by bidders in the preparation and submission of proposals are the sole responsibility of the bidder. Saratoga County reserves the right, at its sole discretion, to accept or reject any or all proposals, to negotiate with any or all bidders, and to cancel this RFP at any time without liability.

Nothing in this RFP, or in any subsequent communications, shall be construed as creating any binding obligation or contract of any kind between Saratoga County and any bidder, unless a definitive agreement is executed and delivered by both parties.

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## Section H. SIGNATURE

**I hereby acknowledge and understand that by signing this form that I have read and understand the RFP/bid documents including the Instructions to Bidders, the General Terms and Conditions, the Specifications, and the Proposal Page, and that the pricing offered on the proposal pages will be held firm for the time period provided for in the RFP/bid documents.**

Print Name: \_\_\_\_\_

Name of person responsible for this solicitation.

RFP Specification Number: \_\_\_\_\_

**I acknowledge the receipt of \_\_\_\_\_ addendum(s)**

Email Address: \_\_\_\_\_

Direct Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**NOTE: This is not a guarantee of Purchase, The County of Saratoga will issue an authorized Purchase Order after the bid has been awarded.**