

77 Main Street  
Post Office Box 369  
Warwick, NY 10990  
[www.villageofwarwick.org](http://www.villageofwarwick.org)



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**VILLAGE OF WARWICK**  
INCORPORATED 1867

**NOTICE OF BID  
ON-CALL ELECTRICAL, PLUMBING/HVAC**

**PLEASE TAKE NOTICE** that the Board of Trustees of the Village of Warwick, will receive sealed bids at the Village Hall, 77 Main Street, Warwick, New York for the following:

**Electrical Services (On-Call)  
Plumbing/HVAC Services (On-Call)**

Specifications for the bids may be found on the Village of Warwick's website [www.villageofwarwick.org](http://www.villageofwarwick.org) or by emailing the Village Clerk's Office at [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org). All sealed bids must be received by April 6, 2022, by 12:00 p.m. at which time these proposals will be publicly opened and read.

Each bidder shall furnish a non-collusive bidding certificate with their bid. All these bids will be for a period beginning June 1, 2022 – May 31, 2024.

All bidding shall be subject to the provisions of the General Municipal Law of the State of New York, as amended, and the Board of Trustees reserves the right to accept a proposal which it considers to be in the best interest of the Village of Warwick.

**BY ORDER OF THE BOARD OF TRUSTEES  
VILLAGE OF WARWICK, NEW YORK  
RAINA ABRAMSON, VILLAGE CLERK**

**March 8, 2022**

REQUEST FOR PROPOSALS FOR PROVIDING  
ON-CALL HVAC / PLUMBING SERVICES TO THE VILLAGE OF WARWICK

All contractors must comply with the included General Instructions for Proposals.

**OBJECTIVE**

It is the intent of this specification to describe the minimum requirements for providing a qualified contractor to provide hourly HVAC/Plumbing work pursuant to the Building Code in all Village of Warwick facilities as directed. Contractor is to provide labor with adequate supervision, training, oversight, tools, and equipment. The contractor must be properly licensed and be able to perform HVAC/Plumbing work in all Village of Warwick facilities and must comply with all local, state and National Laws. Based on the rates provided in this proposal, the contractor will provide a quote to the Village for specific projects as requested by the Village.

Contractors submitting proposals should thoroughly review all related documents and specifications, project sites, and any other information needed to submit proposal. Prior to the awarding of the contract, contractors must provide valid insurance certificates meeting the requirements of the General Instructions for Proposals.

All Proposals must be submitted on the supplied Proposal Form along with any additional documentation required. Prices will only be evaluated based on the submitted Proposal Form. Proposals must be submitted to the Village of Warwick, 77 Main Street, PO Box 369, Warwick, NY 10990 on or before 12 p.m. **April 6, 2022.**

**SCOPE OF WORK**

1. The scope of this contract will be for hourly labor to perform HVAC/Plumbing in all Village of Warwick facilities.
2. All work will be performed by experienced capable electricians in a workmanlike manner under the direction of an Orange County Licensed Electrician.
3. Work will be charged at the hourly rate established by this proposal. Work performed shall be as assigned by the Public Works Supervisor and completed to the satisfaction of the Public Works Supervisor.
4. The contractor must also provide emergency service as needed and specified in this document.
5. All workers on this contract will be compensated in accordance with New York State Prevailing Wage. Contractors shall maintain that they are in compliance with Article 8, Section 220 of the New York State Labor Law regarding the payment of prevailing wages and shall submit certified payroll records as per Section 220, subdivision 3-a.

6. All rates provided in this proposal shall remain in effect until **May 31, 2024** unless they must be increased to meet the minimum Prevailing Wage rates set by the State of New York.

### WORK INCLUDED

Without limiting the generality of the foregoing, the following work is to be included:

1. Provide labor to accomplish various HVAC/Plumbing projects
2. All personnel will be experienced and trained in the tasks and type of work they are performing and complete all tasks in a workmanlike manner.
3. Supply of all tools and equipment to complete all tasks.
4. Only time on the job will be invoiced by the contractor. That time can include travel to obtain materials if that travel is authorized prior by the Village.
5. All work will conform in every way with any and all applicable codes, regulations, laws, etc.
6. All materials, tools, equipment, etc. will be used in a manner that is consistent with standard industry practices and methods,
7. All materials will be industry standard or better.
8. All regularly manufactured stock HVAC/Plumbing items must be compliant with the Building Code.
9. All decisions regarding work will place the primary and utmost importance upon the safety of the occupants of the facilities and the workers.
10. The Village of Warwick reserves the right to ban from the facilities any employee of the contractor and the right to ask any employee of the contractor to vacate the facilities at any time.
11. Workspace shall be maintained in a clean, safe manner at all times and will comply with all OSHA regulations at all times, including, but not limited to fully complying with and practicing Lock-Out Tag-Out procedures.
12. For all specific project quotes the contractor is responsible for supplying the Village of Warwick with a list of materials needed and the cost of such materials in advance of the project.
13. Should additional materials be needed, they will be picked up by Village of Warwick personnel or by contractor's personnel at the discretion of the Village of Warwick.

### INSPECTIONS & PERMITS

1. Any required inspections and permits shall be obtained and coordinated by the contractor.
2. The Village of Warwick will pay all fees and charges for inspections and permits.
3. The contractor is to notify the Public Works Supervisor or his designee of the outcomes of all inspections within four (4) hours.

4. Any items identified by an inspector as needing correction attributable to the contractor shall be corrected in a timely fashion at no cost to the Village of Warwick.

### WORK PROCEDURES

1. For each project the contractor will present to the Public Works Supervisor an estimate of man-hours and a list of materials.
2. The work will not commence until the Mayor of the Village of Warwick has signed a Purchase Order for the project.
3. At the conclusion of the project, the contractor shall submit an invoice and voucher as required by the Village.
4. Identification badges will be issued to employees of the contractor which shall be worn while on Village property.
5. The Public Works Supervisor may request meetings with the contractor; the frequency of these meetings will be determined by the amount and scope of work in progress or planned.
6. The meetings with the Public Works Supervisor will be at no cost to the Village.
7. All employees and persons connected with the contractor shall present themselves in dress, attitude, and speak in a manner consistent with that of a public setting.

### TIME FRAME AND CONTACTS

1. All projects and work must be completed in a timely fashion,
2. Contractor must have the ability to provide additional personnel as needed to make agreed upon deadlines and timeframes.
3. The Village of Warwick must be able to have access to a person in the contractor's organization at all times who can provide service answers, responses, and direct contractor's staff. This person must be reachable by cell phone or pager.

### EMERGENCIES

1. All emergencies, as declared by the Public Works Supervisor of the Village of Warwick, must be responded to in a timely fashion.
2. All calls must be answered within fifteen (15) minutes.
3. Competent, capable personnel must be on site within ninety (90) minutes from notification by pager, cell phone, or whatever method the contractor states. These personnel must be capable of handling the situation.
4. If deemed an emergency by the Public Works Supervisor or his/her designee(s), the requirement to wait for a properly executed and signed Purchase Order is rescinded.

## REFERENCES

Each proposal shall contain a listing of no less than three (3) references for which similar work has been performed. Reference information shall contain the contact name, facility name and address, telephone number, facsimile number, and shall include a complete description of the work performed.

## SITES

Work performed under this proposal and contract can be at any owned or leased facility of the Village of Warwick located in or approximate to the Village of Warwick, Orange County, New York.

## DOCUMENTS TO BE SUBMITTED

1. Completed Proposal Form as provided herein.
2. All contractors are required to execute a non-collusion certificate pursuant to Section 103 of the General Municipal Law of the State of New York as provided herein.
3. Hold Harmless Agreement as provided herein.

### Proposal Form

Plumber Hourly Rate, Routine \_\_\_\_\_

Plumber Hourly Rate, Emergency \_\_\_\_\_

Service Call Charge \_\_\_\_\_

Mileage or Vehicle Charge \_\_\_\_\_

Helper/Apprentice Hourly Rate, Routine \_\_\_\_\_

Helper/Apprentice Hourly Rate, Emergency \_\_\_\_\_

Laborer Hourly Rate, Routine \_\_\_\_\_

Laborer Hourly Rate, Emergency \_\_\_\_\_

I hereby swear under the penalties of perjury that I have read all of the documents that comprise this RFP and that I will comply with all its terms and provisions. I acknowledge my responsibility to be compliant with all the terms of this RFP, as well as all Local, County, State and Federal Laws at all times while performing this agreement and will notify the Village if any circumstances change which prevent me from complying.

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Signature \_\_\_\_\_ Print Name \_\_\_\_\_

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Company \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

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Address \_\_\_\_\_ Date \_\_\_\_\_

**VILLAGE OF WARWICK**  
**GENERAL INSTRUCTIONS FOR PROPOSALS**

Contractors will be bound to the conditions and requirements set forth in these general instructions, and such instructions shall form an integral part of each contract awarded by the Village of Warwick.

**PROPOSALS**

1. The deadline to submit proposals will be given in the Request for Proposals.
2. All proposals must be submitted in accordance with the instructions provided by the Village of Warwick.
3. All proposals received after the time stated in the Request for Proposals will not be considered and will be returned unopened to the contractor. The contractor assumes the risk of any delay in the mail or in the handling of the mail by the employees of the Village. Whether sent by mail or by means of personal delivery, the contractor assumes responsibility for having his proposal deposited on time at the place specified.
4. All information required by the Request for Proposals, the General and Special Instructions, and the Proposal Form must be given to constitute a proposal.
5. The submission of a proposal will be construed to mean that the contractor is fully informed as to the extent and character of the supplies, materials, or equipment's required and a representation that the contractor can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in the proposal for this purpose.
7. Prices and information required must be legible. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the Village is exempt from such taxes. The price proposal shall be net and shall not include the amount of any tax.
9. The contractor's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
10. Each envelope containing a Proposal must bear on the outside, the name and address of the Contractor, and the name of the project for which the Proposal is submitted. If forward by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified above.

11. No interpretations of the meaning of the drawings, specifications or others proposal documents will be made to any contractor orally. Every request for such interpretation should be in writing addressed to the Village of Warwick and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to all prospective contractors (at the respective addresses furnished for such purposes) not later than three working days prior to the date fixed for the opening of proposals. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.
12. If the supplies, materials, or equipment are to be delivered over an extended period of time or if the specifications so state, then the successful contractor may be required to execute an agreement in relation to the performance of his/her contract. If the specifications so state, the successful contractor may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the Village of Warwick.
13. All contractors are required to execute a non-collusion certificate pursuant to Section 103 of the General Municipal Law of the State of New York.
14. The contractor agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically, the provisions of the equal opportunity clause.

#### **INSURANCE**

15. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Village of Warwick as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to municipality. If requested, the contractor must describe its financial condition and the self-insured funding mechanism.
16. The policy naming the municipality as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "secure" insurer, authorized to write business in New York State.
  - b. Contain a 30-day notice of cancellation.
  - c. State that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers.



- d. The municipality shall be listed as an additional insured by using endorsement CG 2010 10 85 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
  - e. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing, etc.) that are covered by the commercial general liability policy and the umbrella policy.
  - f. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
17. The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.
18. Required Insurance:
- a. **Commercial General Liability Insurance**
    - i. \$1,000,000 per occurrence/ \$2,000,000 Products/completed operations aggregate and
    - ii. \$2,000,000 general aggregate The general aggregate is to apply on a per project basis
    - iii. Policy to include full contractual liability coverage.
  - b. **Automobile Liability**
    - i. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. **Excess/Umbrella Insurance**
    - i. \$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate depending on the type and size of the project.
  - d. **Workers' Compensation and N.Y.S. Disability**
    - i. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
  - e. **Owners Contractors Protective Insurance** (Required for large construction projects.)
    - i. \$1,000,000 per occurrence/\$2,000,000 aggregate; the Municipality as the named insured.
  - f. **Bid, Performance and Labor & Material Bonds**
    - i. If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

19. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The contractor/permittee is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.
20. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer

#### **LABOR STANDARDS**

21. The wages to be paid by the contractor shall be not less than the prevailing rate of wages as defined by the New York State Department of Labor. No employee shall be deemed to be an apprentice unless he is individually registered in an apprenticeship program which is duly registered with the commissioner of labor.
22. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be submitted to the Village for review.
23. In the hiring of employees for the performance of work under this contract or subcontract hereunder, neither the contractor or any subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the contractor, any subcontractor, or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin or sex, in accordance with Executive Law 296, Sections 20 through 23.

#### **AWARDS**

24. Award will be made to the lowest responsible contractor, as will best promote the public interest, taking into consideration the reliability of the contractor, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purpose of which is required, and the terms of delivery.
25. The Village of Warwick reserves the right to reject any or all proposals. The Village may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof. Also reserved is the right to reject, for cause, any proposal in whole or part; to waive any informalities, technicalities, qualifications, irregularities, and omissions if in its judgment the best interests of the Village will be served.
26. Any Proposal may be withdrawn prior to the above scheduled time for the opening of the Proposals or authorized postponements thereof. No Contractor may withdraw a Proposal within 45 days after the actual date of the opening thereof.

### **CONTRACTS**

27. A contract shall bind the successful contractor on his part to furnish and deliver at the prices and in accordance with the conditions of this proposal. Contract shall bind the Village on its part to order from the successful contractor and to pay at the contract prices, unless otherwise specified.
28. The placing in the mail of a notice of award to the successful contractor, to the address given in his proposal, will be considered sufficient notice of acceptance of this proposal.
29. A contract may be cancelled for non-performance.
30. No items are to be shipped or delivered until receipt of an official purchase order from the Village of Warwick.
31. It is mutually understood and agreed that the successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract of his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous written consent of the Village of Warwick.

### **INSTALLATION OF EQUIPMENT**

32. All equipment will be purchased at the discretion of the Village of Warwick.
33. The successful contractor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work the premise shall be left in neat, unobstructed condition, and the building room cleaned, and everything in perfect repair order. Materials are the property of the successful contractor unless otherwise specified.
34. Equipment, supplies, and materials shall be stored at the site only on the approval of the Village and at the successful contractor's risk. In general, on-site storage should be avoided to prevent possible damage or loss of materials.
35. Work shall be progressed so as to cause the least inconvenience to the Village and with proper consideration for the rights of other successful contractors or workmen. The successful contractor shall keep in touch with the entire operation and install his work promptly.
36. Contractors shall acquaint themselves with conditions found at the site and shall assume all responsibility for placing and installing the equipment in locations required.

### **GUARANTEES BY THE SUCCESSFUL CONTRACTOR**

37. The successful contractor guarantees:
  - a. His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit,

- b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he/she or his/her workmen are responsible, to the building or equipment, to his/her own work, or to the work of other successful contractors or workmen,
  - c. To carry adequate insurance to protect the Village from loss in case of accident, fire, theft, etc.,
  - d. The equipment or materials delivered is standard, new, latest model, or regular stock product or as required by the specifications, also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice,
  - e. Any merchandise provided the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful contractor shall make any replacement immediately upon receiving notice from the Village.
38. The successful contractor shall not be held responsible for any delays by wars, acts of public enemies, strikes, floods, fires, act of God, or for any other acts not within the control of the successful contractor and which by the exercise of reasonable diligence he/she is unable to prevent.

#### **PAYMENTS**

39. Payment will be made only after correct presentation of Vouchers and/or invoices as may be required.
40. Payments of any claim shall not preclude the Village from making claim for adjustment of any item found to not have been in accordance with the specifications.

#### **SEXUAL HARASSMENT POLICY**

41. 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 its employees. Such policy shall, at minimum, meet the requirements of Section 201-G of the New York State Labor Law.

**STATEMENT OF NON-COLLUSION BY BIDDER  
PURSUANT TO SECTION 103-D  
GENERAL MUNICIPAL LAW**

**PROJECT TITLE:** \_\_\_\_\_

I, \_\_\_\_\_ of the (Town, Village, City) of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that Village of Warwick as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

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 bidder, with any competitor;

Unless otherwise require 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;

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;

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by \_\_\_\_\_.

(Name of Contractor)

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

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

Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**HOLD HARMLESS AGREEMENT**  
**(This form must be signed and notarized – submit with proposal)**

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Village of Warwick, or any officer, agent, servant, or employee of the Village of Warwick from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the Contractor under the contract or which may arise out of:

1. Any injury to person or property sustained by the Contractor, its agents, servants, or employees of by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Contractor’s completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick on any claim or demand, and shall satisfy any judgment that may be rendered against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

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

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

Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public