

REQUEST FOR PROPOSALS SPECIAL PROJECT COORDINATOR

The Village of Warwick is seeking proposals from qualified consultants or contracted special project coordinators for the Safe Streets for All initiative. The selected candidate(s) will be reimbursed for time spent at an hourly rate plus expenses (expenses as preapproved and as appropriate).

Responsibilities include:

- Project management and coordination of special projects.
- Supporting grant management documentation and submittals.
- Drafting requests for proposal (RFPs) and requests for qualifications (RFQs).
- Coordinating with artists, economic development and tourism-related entities, and other stakeholders.
- Leading or supporting the posting, publication, notification, advertisement, and awareness of Village events.
- Supporting public engagement and events.
- Providing reports and presentations to the Village board and stakeholders.
- Developing funding applications.
- Documenting hours and activities for reimbursement purposes.

Preferred qualifications:

- Bachelor's degree in a compatible discipline.
- 10 years of experience in a compatible field and discipline.
- Demonstrated experience in coordinating artists and art installations, developing RFQs and RFPs, and supporting infrastructure planning and implementation efforts.

Initial projects include:

1. **Townwide Transportation Safety Action Plan:** Developing a comprehensive plan to enhance transportation safety in the Town of Warwick.
2. **Slow Down Warwick Campaign Demonstration Projects:** Implementing demonstration projects to raise awareness about driver behavior-related issues and increase driver attention.

Interested candidates should submit a cover letter, resume with appropriate experience and qualifications, references, and proposed hourly rate(s) over an initial three-year contract/assignment period. Proposals should also include any work limitations for consideration for the role.

To view the complete Request for Proposals for a Special Project Coordinator please visit the Village of Warwick's website, www.villageofwarwick.org

Submission Deadline: December 13, 2024, at 4:00 p.m.

Submit Electronic Proposals to: Village Clerk, Raina Abramson at clerk@villageofwarwick.org Please include in the subject line, 'SS4A Special Project Coordinator'.

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF WARWICK, NEW YORK
RAINA ABRAMSON, VILLAGE CLERK
Date: November 14, 2024

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Request for Qualifications (RFQ) for Special Project Coordinator(s)

Village of Warwick
Date: November 22, 2024

I. Introduction

The Village of Warwick seeks one or more qualified consultants or contracted Special Project Coordinators to support a variety of Village initiatives through project management and coordination. This contract role will be compensated at an hourly rate, plus reimbursement for approved expenses. The initial contract term will be for three years, with assignments coordinated and authorized by the Village in advance.

II. Project Overview and Responsibilities

The Special Project Coordinator will assist the Village in managing and implementing special projects that support the Village’s goals. Responsibilities will include, but are not limited to:

- Coordinating with the Village’s Treasury Department for grant management, documentation, and submittals to maximize reimbursement.
- Drafting requests for proposals (RFPs) and requests for qualifications (RFQs) required to implement applicable grants.
- Coordinating with artists, economic development entities, tourism groups, the Town of Warwick, and other stakeholders for grant applications.
- Supporting posting, publication, advertisement, and awareness activities for Village events.
- Planning and executing public engagement events and activities, as needed.
- Providing reports and presentations to the Village board and stakeholders.

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- Supporting project planning, coordination, and implementation of Village initiatives.
- Documenting hours, dates worked, and providing detailed task descriptions as necessary for Village reimbursement and grant compliance.
- Other related duties, as applicable

III. Preferred Qualifications

- **Education:** Bachelor's degree in a related field (e.g., Project Management, Public Administration, Urban Planning).
- **Experience:** Minimum of 10 years of relevant experience in project coordination or management within public or municipal settings.
- **Skills:** Demonstrated experience coordinating artists and art installations, developing RFQs and RFPs, and supporting infrastructure planning and implementation.

The ideal candidate will be able to work professionally with Village staff, stakeholders, and the public, upholding the Village's codes, regulations, and ethical guidelines.

IV. Submission Requirements

Interested candidates should submit the following by December 13, 2024 at 4 p.m.

1. **Cover Letter:** A cover letter summarizing relevant experience, qualifications, and the candidate's interest in this role.
2. **Resume:** Detailed resume highlighting project coordination experience, especially with municipalities or similar public entities.
3. **References:** Contact information for at least three professional references familiar with the candidate's work in relevant project coordination roles.
4. **Proposed Hourly Rate(s):** List proposed hourly rates for services over the initial three-year contract period.
5. **Work Limitations:** Disclosure of any known work limitations that may affect availability for this role.

Submissions should be sent to Village Clerk, Raina Abramson at clerk@villageofwarwick.org. Please include the subject line, 'SS4A Special Project Coordinator'.

V. Evaluation Criteria

The Village of Warwick will evaluate responses based on the following criteria:

1. **Relevant Experience (40%):** Demonstrated experience in project coordination, grant management, and public engagement within a public or municipal setting.
2. **Qualifications (30%):** Educational background and professional qualifications relevant to the responsibilities of the role.
3. **References (20%):** Positive feedback from references regarding past performance in similar roles.
4. **Proposed Rate and Availability (10%):** Competitive hourly rate and availability to perform assigned tasks within the contract period.

VI. Contract Terms

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The selected candidate(s) will be required to enter into a contract with the Village of Warwick. The contract will cover an initial three-year period, with renewal options subject to performance and funding availability. Compensation will be at an hourly rate plus reimbursement for pre-approved project-related expenses.

VII. Additional Information

For questions or to request further information, contact Village Clerk, Raina Abramson, at clerk@villageofwarwick.org. Questions will be accepted no later than the close of business on Monday, December 2, 2024.

VIII. Submission Deadline

All responses to this RFQ must be received by December 13, 2024 at 4:00 p.m. Late submissions will not be considered.

Disclaimer: This RFQ does not commit the Village of Warwick to award a contract, pay any costs incurred in preparing a response, or procure or contract for services. The Village reserves the right to reject any or all submissions, to negotiate with qualified candidates, and to award contracts in the best interest of the Village.

Attachments: Contract Terms, Attachment A Detailed Scope of Work

Contract Terms for Special Project Coordinator – Village of Warwick

1. Scope of Services

The Contractor shall perform the duties of Special Project Coordinator, supporting the Village of Warwick in managing and coordinating special projects as described in the Scope of Work (Attachment A). Tasks may include, but are not limited to, grant management, drafting of RFPs and RFQs, coordination with artists and economic development entities, and supporting public engagement activities. Each assignment will be approved by the Village prior to commencement.

2. Compensation

- **Hourly Rate:** The Contractor will be compensated at the agreed-upon hourly rate of \$[rate] for time worked.
- **Reimbursable Expenses:** Reimbursement for pre-approved, project-related expenses shall be provided, subject to submission of receipts and Village approval. All expenses must be reasonable, allocable, and necessary for project completion, in line with Village and federal guidelines (see 2 CFR Part 200 for Unified Federal Guidelines). No markup is allowable on expenses.

3. Documentation of Hours and Effort

The Contractor shall maintain accurate records of hours worked, tasks performed, and dates of service. Each invoice shall include:

- A breakdown of hours by specific task by date.
- Descriptions of activities performed per task on each date, detailing the nature of work to substantiate reimbursement requests.
- Documentation as required by the Village and grant funding source for expenses.

4. Term and Assignment Coordination

This contract will be for an initial period of three (3) years. Each assignment will be coordinated with the Village in advance, and work will proceed only upon notice to proceed from the Village.

5. Conflict of Interest and Ethical Conduct

The Contractor shall disclose any potential conflicts of interest before accepting an assignment. The Contractor must adhere to all applicable Village codes, regulations, ethical guidelines, and contractual obligations as specified in the Village's contractor handbook.

6. Confidentiality and Data Protection

The Contractor shall:

- Maintain confidentiality of all non-public information obtained during the course of the contract.
- Implement reasonable cybersecurity measures to protect sensitive information, particularly if dealing with personally identifiable or financial data.

7. Performance Standards and Professional Conduct

The Contractor shall work and interact professionally with Village staff, stakeholders, and the public. Quality and timeliness of work must meet Village standards, as well as federal requirements. The Contractor shall complete all tasks with professionalism and care, reflecting positively on the Village.

8. Reporting and Mandatory Disclosure

If the Contractor identifies any credible evidence of fraud, conflicts of interest, or non-compliance related to the project, they are required to report it to the Village immediately.

9. Termination and Modification

- **Termination for Convenience:** Either party may terminate the contract with thirty (30) days' written notice.
- **Termination for Cause:** The Village reserves the right to terminate the contract immediately in cases of misconduct, breach of contract, or failure to meet performance standards.
- **Modifications:** Any contract modifications must be agreed upon in writing by both parties.

10. Compliance with Federal and State Regulations

The Contractor shall comply with all applicable local, state, and federal regulations, including those outlined in 2 CFR Part 200 for federal fund management, as applicable.

11. Non-Discrimination Clause

The Contractor agrees not to discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability, or any other protected status, in line with federal and Village non-discrimination policies.

12. Invoicing and Payment Schedule

The Contractor shall submit monthly invoices detailing hours worked and expenses incurred. The Village shall process payments within 30 days upon receipt of complete and verified invoices.

Attachment A - Scope of Services

Special Project Coordinator

The Village of Warwick seeks one or more consultant / contracted special project coordinator(s) to be reimbursed for time spent at an hourly rate plus expenses (expenses as preapproved and as appropriate). Please provide cover letter, resume with appropriate experience and qualifications, references, and proposed hourly rate(s) over an initial three year contract / assignment period, as well as any work limitations for consideration for the role. Each assignment will be coordinated with the Village in advance of work notice to proceed.

Example Responsibilities

- Provide project management and coordination or support thereof of special projects, as appropriate and as assigned. Special project examples are listed below.
- Work with the Village's Treasury Department and others, as appropriate, to support grant mgmt documentation and submittals to maximize reimbursement to the Village
- Draft requests for proposal (RFPs) and requests for qualifications (RFQs) required to implement applicable grants
- Coordinate artists, economic development and tourism related entities, the Town of Warwick, and others, as needed, to pursue and implement appropriate grant applications
- Lead or support posting and publication, as well as notification, advertisement, and awareness of Village events, as appropriate, and as directed by the Village
- Support planning and execution of public engagement and events, as appropriate
- Support project planning, coordination, and implementation of key Village initiatives, as appropriate
- Provide reports and presentations to the Village board and stakeholders, as appropriate
- Lead and / or support development of funding applications, as appropriate
- Provide documentation of hours and dates worked, as well as a detailed description of activities, divided by tasks, as appropriate and in format necessary to obtain reimbursement from appropriate grants and the Village, as needed.
- Other related duties, as applicable

Preferred qualifications

- Education: Bachelor's degree in compatible discipline
- Years experience: 10 in compatible field and discipline

The ideal candidate will be able to demonstrate past experience and / or expertise necessary for coordination of artists and art installations, development of RFQs and RFPs, and support of infrastructure planning and implementation efforts, as this experience will be necessary in initial assignments, as well as any additional skills and experience associated with the responsibilities above.

As a representative of the Village, the selected candidate(s) will be required to work and interact effectively and professionally with Village staff and stakeholders, including members of the public, in the execution of all responsibilities, and will be expected to adhere to all Village codes, regulations, and employee and contractor guidance, including ethical guidelines and handbooks.

Example initial projects:

The project coordinator is expected to fulfill the above responsibilities on the below initial projects, as examples.

PLAN #1: Townwide Transportation Safety Action Plan

Project Summary:

The Townwide Transportation Safety Action Plan aims to develop a comprehensive and data-driven approach to enhance transportation safety in the Town of Warwick. This project will expand on the existing Village of Warwick's transportation safety action plan, called Way2Go Warwick, to create a cohesive plan encompassing the entire town. Through stakeholder engagement, data analysis, and solution development, the plan will address safety, equity, and accessibility concerns, with the goal of creating a safe and sustainable transportation system.

Objectives:

- Develop a townwide transportation safety action plan that builds upon the Village of Warwick's Way2Go Warwick plan.
- Engage stakeholders from diverse backgrounds and communities to ensure a comprehensive and inclusive planning process.
- Identify transportation safety challenges, gaps, and opportunities through data analysis and evaluation of best practices.
- Develop prioritized recommendations and strategies to enhance transportation safety in the Town of Warwick.
- Foster workforce development and training opportunities by engaging local staff, hiring an intern, and providing learning experiences.

Project Activities:

1. Project Kickoff (and Prep)
 - Conduct a project kickoff meeting to establish project objectives, deliverables, and communication channels.
 - Define roles and responsibilities of project team members and stakeholders.
 - Set up project management tools and establish a timeline. (**Project coordinator to help manage project**)
2. Workforce Development and Training (**Project coordinator to help oversee**)
 - Develop a workforce development and training plan.
 - Recruit and hire a consultant with expertise in transportation planning and safety.
 - Engage local staff and provide training and support.
 - Hire an intern to support the project and provide learning opportunities.

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- Facilitate youth recruitment and involvement in the planning process.
 - Conduct outreach to underserved communities to ensure inclusivity.
3. Task 1 - Context Development and Data Gathering
- Review and compile existing materials, policies, plans, and engagement feedback.
 - Collect and analyze transportation data to understand the current context.
 - Perform safety, equity, and gap analyses based on available data.
 - Evaluate best practices in transportation safety to inform plan development.
 - Identify key areas for additional review and focus through activities such as road safety audits, lighting studies, and preliminary engineering studies, as well as potential candidates for tactical urbanism and demonstration projects to evaluate efficacy of potential solutions.
 - Develop initial hypothesis findings and recommendations.
4. Task 2 - Stakeholder Engagement (**Project coordinator to help oversee**)
- Develop a stakeholder engagement strategy and plan.
 - Define engagement metrics and tracking mechanisms.
 - Organize planwide open meetings to gather input and feedback (assume 3).
 - Conduct village-level open meetings for each village (assume 2 each).
 - Facilitate key focus area meetings to address specific transportation safety concerns (assume 6)
 - Engage private sector and community groups through targeted outreach.
 - Conduct interviews and small group meetings with stakeholders (assume 60).
 - Foster intergovernmental engagement and collaboration.
 - Facilitate task force meetings to ensure broad representation and input.
5. Task 3 - Draft Plan Development
- Incorporate findings from data analysis and stakeholder engagement into the plan.
 - Gather additional data as needed to support plan development.
 - Develop innovative and practical solutions to address identified transportation safety issues.
 - Prepare a draft plan with annexes specific to the Villages of Florida, Greenwood Lake, and Warwick.
6. Task 4 - Final Plan Development
- Refine solutions and strategies based on feedback and further analysis.
 - Develop a scope, schedule, and budget for high priority projects.
 - Create an implementation roadmap outlining recommended actions and responsible parties.
 - Develop a plan monitoring and update strategy to ensure ongoing effectiveness.
 - Prepare the final plan with annexes for the Villages of Florida, Greenwood Lake, and Warwick.
 - Seek final plan acceptance from key stakeholders.
7. Anticipated Outcomes and Impact:
- A comprehensive townwide transportation safety action plan

Project # 1 - Slow Down Warwick Campaign Demonstration Projects

The goals of the Slow Down Warwick Demonstration Projects are to raise awareness among residents of all ages and mobility types about the causes and consequences of crashes within the Village of Warwick and to increase driver attention. The project aims to address driver behavior-related issues that contribute to a significant number of crashes, such as speeding, driver inattention, improper passing, and other behavioral activities. The project also intends to explore the effectiveness of different types of signage in supporting the campaign's impact.

Project Summary:

The Slow Down Warwick Demonstration Projects seek to implement 10 site deployments over a 20-month period, targeting key roadways and intersections prioritized based on injury and crash data. The project will involve the installation of various types of signage and roadway paintings to alert drivers to the need for increased attention. A consultant or new employee will be hired to oversee the project, ensure regulatory compliance, administer contracts with local artists and workers, provide training on permitting and requirements, and lead data processing and report development.

Objectives:

- Implement demonstration projects at selected sites to test the effectiveness of different signage and painting approaches in increasing driver attention and reducing driver behavior-related issues.
- Engage stakeholders, including task forces, community members, and New York State DOT, throughout the project to ensure collaboration, input, and regulatory compliance.
- Gather and analyze speed and crash data to evaluate the efficacy of the deployments and measure their impact on reducing average and medium speeds, the overall number of speeding incidents, accidents, and injuries caused by driver behavior.

Project Activities:

Task 1 - Goal Establishment and Stakeholder Engagement

- Collaborate with the consultant and artist to define project goals and objectives.
- Engage task forces, including the Inclusion Task Force and Transportation Task Force, through meetings and community outreach.
- Conduct community meetings at the project's start and end to inform and gather input.
- Maintain regular check-ins with the project team to ensure progress and coordination.

Task 2 - Site Selection and Finalization

- Combine data analysis and stakeholder engagement to finalize the list of sites for deployment.
- Collaborate with the consultant, task forces, artist, and stakeholders to identify suitable locations.
- Engage New York State DOT for deployments on state roads, including holding meetings to ensure compliance.

Task 3 - Mailer and Advertisement

- Manage the development and distribution of a public Mailer to inform residents about the project.

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- Collaborate with the Village's Public Outreach and Engagement Liaison to plan and execute advertising strategies.

Task 4 - Design and Demonstration Approaches

- Collaborate with the artist to develop three different design and demonstration approaches for testing.
- Seek approval from the task forces and Village Board of Trustees for the proposed designs.
- Work with the Department of Public Works to schedule and coordinate deployment activities.

Task 5 - Deployment and Data Gathering

- Install signage and perform roadway painting at the selected sites.
- Gather speed data for one month before and three months after each deployment.
- Conduct speed data gathering at the 6-month and 12-month marks for evaluation.
- Review pre and post-installation crash data to assess the impact of the demonstration projects.

Anticipated Outcomes and Impact:

- Increased awareness among residents of driver behavior-related issues and the importance of attentive driving.
- Reduction in average and medium speeds, overall speeding incidents, and accidents caused by driver behavior.
- Decreased number of injuries resulting from crashes where driver behavior is a contributing factor.
- Development of recommendations for permanent actions to enhance transportation safety in the Village of Warwick.

ATTACHEMENT B – INSURANCE AGREEMENT

INSURANCE AGREEMENT - PROFESSIONAL CONSULTANTS BETWEEN THE VILLAGE OF WARWICK AND

Agreement made this _____ day of _____, 202____, by and between the Village Board of the Village of Warwick, NY, a municipal corporation with its principal offices at 77 Main Street, Warwick, NY 10990 (hereinafter the “Municipality”) and _____ with its principal offices at _____ (hereinafter “Consultant”), upon the following terms and conditions:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the Municipality as an additional insured on the consultant’s insurance policies, with the exception of workers' compensation, N.Y. State Disability and professional liability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
2. The policy naming the Municipality as an additional insured shall:
 - a. Purchase an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State. A New York State licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - c. The Municipality shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., auditing, information technology consulting) that are covered by the commercial general liability policy and the umbrella policy.
 - b. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
4. The consultant agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. **Workers' Compensation and N.Y.S. Disability**
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.

A self-employed person and certain partners and corporate officers are excluded from the definition of “employee” pursuant to Workers’ Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers’ Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
 - c. **Professional Errors and Omissions Insurance**

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\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the Municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

d. **Excess Insurance**

\$_____ each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

6. Consultant acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract. The consultant 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.
7. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The consultant 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.

Accepted By:

_____:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Village of Warwick:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHEMENT C - GENERAL INSTRUCTIONS FOR PROPOSALS, STATEMENT OF NON-COLLUSION BY BIDDER & HOLD HARMLESS AGREEMENT

**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

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of written addenda to the specifications which, if issued, will be sent to all prospective contractors (at the respective address 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. **Environmental Contractors Liability Insurance & Pollution Liability**

- i. With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/\$2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

f. **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.

g. **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.

Village of Warwick
Safe Streets for All FY23/24

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

Village of Warwick
Safe Streets for All FY23/24

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____

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



VILLAGE OF WARWICK

INCORPORATED 1867

Addendum No. 1
SPECIAL PROJECT COORDINATOR
Village of Warwick- NY
December 11, 2024

Response to questions received to date:

1. Is there an incumbent in this role?

No.

2. Are you looking for candidates to directly apply for this role or Vendors can submit resources?

Candidates should apply directly.

3. If you are looking for a vendor could you provide details on the previous expenditure associated with this contract?

N/A

4. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

N/A

5. Are there any specific challenges or issues currently being faced with the existing vendors?

N/A

6. Can you clarify the expected number of awards for this solicitation?

The intention is to select at least one project coordinator. More may be selected should there be more than one qualified applicant that would be advantageous to the Village. The Village is at liberty to select as many as desired and will make assignments, as appropriate.

7. Is there any preference or priority given to local vendors for this contract?

The selected applicant must be available on site, as needed. The Village will not reimburse for travel to the Village or Town Hall.

8. Can we submit multiple candidates or if there is a slot for this position.

Yes, you can submit multiple candidates.

9. Is there any specific bill rate for this role or if we have to bid.

Please refer to the RFQ.