

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



(845) 986-2031  
FAX (845) 986-6884  
[mayor@villageofwarwick.org](mailto:mayor@villageofwarwick.org)  
[clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)

## VILLAGE OF WARWICK

INCORPORATED 1867

### REQUEST FOR PROPOSALS

#### **ROOF-MOUNTED PHOTOVOLTAIC SYSTEM AT VILLAGE OF WARWICK DEPARTMENT OF PUBLIC WORKS CENTRAL GARAGE VILLAGE OF WARWICK, NEW YORK**

**NOTICE IS HEREBY GIVEN** that proposals and qualifications are sought and requested by the Village of Warwick to design and install a roof-mounted, **equal to or greater than 101.2 kW**, solar photovoltaic (PV) array and grid interconnection system on the DPW Garage located in Veterans Memorial Park at 24 Memorial Park Drive, Warwick, NY. Responsive proposals must be submitted in a sealed envelope, be identified as "Response to Request for Proposal for Village of Warwick DPW Garage PV System," and be received by the Village Clerk at Village Hall, 77 Main St., P.O. Box 369, Warwick NY 10990 by 2:00 p.m. on May 30, 2025.

The Request for Proposals and any addendums that arise are available on the Village's website, [www.villageofwarwick.org](http://www.villageofwarwick.org), or from the Village Clerk, Village Hall, 77 Main Street, Warwick, NY. The Clerk may be contacted by email at [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org) or by phone 845-986-2031 ext. 3. Questions are to be directed in writing to the Village Clerk at the above email. All questions must be received by May 22, 2025.

All proposals 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  
May 9, 2025

## RFP Advertisement

### Roof-Mounted Photovoltaic System at Village of Warwick Department of Public Works Central Garage

Veterans Memorial Park Drive, Village of Warwick, NY 10990

#### **PROJECT SCOPE**

To design and install a roof-mounted, solar photovoltaic (PV) array ***equal to or greater than 101.2 kW***, and grid interconnection system on the metal roof of the Village of Warwick DPW Garage located at 24 Memorial Park Drive, Warwick, NY. ***The exact size and most suitable location will be determined during Task 1 - Planning Phase. NYSERDA Project Manager approval of Task 1 - Planning Phase must be achieved PRIOR to the commencement of Task 2 - Installation Phase.***

#### **PROJECT BACKGROUND**

The project goal is to install a roof-top solar array system, ***equal to or greater than 101.2 kW***, on the DPW Garage existing building roof ***to offset as much electricity usage as possible across all Village accounts***. This project will be funded in part by a grant to the Village through the NYSERDA Clean Energy Communities program and must comply with program requirements. As such, the project shall be performed as two (2) tasks in accordance with the grant agreement between the Village and NYSERDA.

The precise coordinates of the DPW garage facility are [41.2557, -74.3500].

The DPW Garage consumed 44,739 kWh from June 2023 through May 2024. During the same time period, the electricity consumption of all Village government operations totaled 572,635 kWh. The Village contracts with an ESCO, Constellation Energy, delivered through Orange & Rockland.

The contractor selected for this project will work with the Village of Warwick Building Department to ensure all wiring and installation meets all NYS and local building and electrical code requirements.

The proposal must be based on a behind-the-meter connection and determine the most cost-effective compensation mechanism in consideration of all Village electricity accounts.

The contractor selected must be NYSERDA certified.

The work quoted is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. The applicable Prevailing Wage Rate Schedule for this project is the Orange County schedule which may be viewed at

<https://apps.labor.ny.gov/wpp/showSearchWageSchedulePublic.do?method=showIt>

The Village of Warwick waives the minority and women owned business enterprise (“MWBE”) participation rate for MWBEs and Service Disabled Veteran Owned Business (SDVOB) participation rate for SDVOBs for this project.

Proposals must be submitted in a sealed envelope, be identified as “RFP for Village of Warwick DPW Garage PV System,” and be received by the Village Clerk at Village of Warwick, 77 Main St., P.O. Box 369, Warwick NY 10990 by 2 p.m. (local time) on **May 30, 2025**, where proposals will be publicly opened and read aloud.

The Village of Warwick Board reserves the right to reject any and all proposals if it deems it necessary in the best interest of the citizens of the Village.

Notice of this RFP advertisement will be published in a local newspaper and posted on the Village website and other venues to solicit responses from interested and qualified firms.

### **PROPOSAL STATEMENT FORMAT**

The Proposal shall include ***all of the following items***:

**Section I – Letter of Interest:** The Letter of Interest should identify the project, the name of the firm, name of the firm’s primary contact, address, telephone number, fax number and email address. Also, the name and address of the branch office, if any, that will provide the services herein shall be stated.

**Section II – Business Organization and Resumes** – The business organization and resumes showing professional training and qualifications, relevant experience, and office locations of the principal individual(s) that will provide services should also be attached. If any work will be performed by subcontractors on a regular basis, the response shall identify the nature of that work, the person who will perform it, and the location of their office.

Note: Village contractors are subject to the Village Code of Ethics.

***The response must include a statement from the firm that either there is not, to the best of their knowledge, any circumstances that would cause a conflict of interest in performing these services for the Village of Warwick, or an explanation of any circumstances that might result in a conflict of interest.***

**Section III – Statement of Intent** – The Statement of Intent shall describe the proposer’s approach to the successful implementation of the proposed scope of services, including:

1. A description of the Consultant’s project understanding and approach to the Village’s proposed scope of services, including any recommended changes or revisions.
2. An outline of proposed methodology and timeline for each project Task, described below.

3. An estimated cost for each project Task, described below, that includes all time, services materials, permits, etc. Provide rate sheet for services.
4. Estimate of the Levelized Cost of Energy (LCOE). LCOE is defined as the average amount that will be paid for the electricity generated by the Photovoltaic System over its lifetime. LCOE is calculated by dividing the sum of the Net Cost of the Photovoltaic System plus and the estimated cost of maintenance and operations over the system's lifetime by the total amount of electricity (in kWh) produced over the system's lifetime. Net Cost is defined as the cost of the Photovoltaic System including the cost of all components and Installation Services but excluding any incentives, rebates or credits.

***Task 1 - Planning Phase:***

- A. Project design, including assessment of roof suitability, determination of optimum number of PV panels and placement to achieve maximum electricity production, locations of interconnections to grid, drawings of planned layout, and CESIR study.
- B. Completion of all plans and stamps, submission for all permits, and Interconnection application to Orange & Rockland. Determine what, if any, upgrades are required and at what cost by Orange & Rockland.
- C. Detailed list of all equipment proposed including number, specifications, and suppliers of PV panels, inverters, monitoring software/hardware, racking systems, wiring, etc. including prices and manufacturers' warranties for all equipment proposed.
- D. Operation and Maintenance plan and associated costs.
- E. Completion of the design/specifications and the Clean Energy Communities Program Task 1 Planning Phase Metrics Workbook in accordance with the Appendix E of the NYSERDA Agreement. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements of the NYSERDA Agreement and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits.

***Task 2 - Installation Phase:***

- F. Installation of a grid-intertied PV System mounted on the south and north (as needed) facing slopes of the roof of the Village of Warwick DPW Garage. Warranty on work.
- G. Filing of final interconnection with Orange & Rockland and initiation of system.
- H. Completion of the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E of the NYSERDA Agreement. This submittal documents final metrics data and verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements of the NYSERDA Agreement.

**Section IV - References and Past Experiences** – Provide three public agency references for similar work done by the contractor that will be providing services to the Village.

### **Section V - Other Requirements:**

1. Proof of NYSERDA certification
2. Insurance: Provide signed Insurance Agreement as required in **Appendix A, including proof of insurance** for Commercial General Liability, Worker's Compensation and NYS Disability, Professional Errors or Omissions Insurance and any Excess Insurance as required by the municipality.
3. Statement of Non-Collusion: Signed & Notarized 'Statement of Non-Collusion by Bidder' as required in **Appendix B** 'General Instructions for Proposals'.
4. Hold Harmless Agreement: Signed and Notarized 'Hold Harmless Agreement' as required in **Appendix B** 'General Instructions for Proposals'.

### **REVIEW PROCESS INFORMATION**

All qualifications and requirements must be met, or capable of being met, by the responding firm or its proposal will be rejected as non-responsive.

All responsive proposals will be reviewed by the Village staff, which will make recommendations to the Village Board. Selection will be based on a staff review and evaluation of the contractor's qualifications. Past performance on projects of similar nature, magnitude, and complexity will be the principal evaluation factors. The committee may short-list firms for a formal interview process.

The Village Board will consider the recommendations of the Village staff, review the qualified responses to this RFP, and select a qualified, responsive firm that can provide the services required by the Village Board in a cost-efficient manner.

In considering responses to this request, the Village staff and Village Board will consider:

- quality of the project description and thoroughness of the proposal
- professional qualifications and experience of the individuals who will provide services
- the experience installing PV systems of similar size
- references demonstrating the ability of the responding firm to efficiently and effectively install a PV system.

**All things being equal, preference will be given to proposers with experience working with municipalities in Orange County or abutting counties in the mid-Hudson Valley and/or have key personnel located within the mid-Hudson Valley.**

### **PAYMENT**

Payment for services requires the monthly submission of a progress report and an invoice which sets out the services rendered, and the costs incurred in providing those services. Invoices will be audited before they are approved for payment. The final invoice will be submitted upon completion and submission of all deliverables, anticipated to be Winter 2025.

**APPENDIX A**

**VILLAGE OF WARWICK  
INSURANCE AGREEMENT**

**INSURANCE AGREEMENT -  
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 contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.
2. The policy naming the Municipality as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York 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. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements 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., roofing, carpentry, plumbing) that are covered by the liability policies.
  - b. 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.
  - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
4. The contractor 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 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability 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.

- d. **Excess Insurance**  
\$10,000,000 each Occurrence and \$20,000,000 Aggregate. Excess coverage shall be on a follow-form basis.
  - e. **Owners Contractors Protective Insurance (When Required)**  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Municipality as the named insured.
  - f. **Builders Risk Insurance or Installation Floater (When Required)**  
Coverage shall be on a direct risk of loss basis in the amount of \$\_\_\_\_\_. The Municipality shall be a loss payee, as its interest may apply.
6. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The contractor 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.
7. 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 NYSIR, as the Municipality's insurer.

**Accepted By:**

**Village of Warwick:**

Contractor/Company Name:\_\_\_\_\_ Signature:\_\_\_\_\_

Project Name:\_\_\_\_\_ Printed Name:\_\_\_\_\_

Mailing Address:\_\_\_\_\_ Title:\_\_\_\_\_

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

Phone: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Title:\_\_\_\_\_

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



**APPENDIX B**

**VILLAGE OF WARWICK 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 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. **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.
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.

**NON-COLLUSION AFFIDAVIT**

**VONP 24- 2**

**Roof-Mounted Photovoltaic System at Village of Warwick DPW Garage**

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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

- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 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."

Signed By (President or Authorized Representative)

Dated \_\_\_\_\_

Bid submitted by:

Name:

Address:

Phone:

Fax #:

Email:



**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