

TOWN OF HAMILTON
NON-COLLUSIVE PROPOSAL CERTIFICATE
(RFP Geothermal Heat Pump System Installation Services)

By submission of this proposal, the Proposer and each person signing on behalf of the Proposer, certifies under penalty of perjury, to their best knowledge and belief:

1. The price(s) in this proposal, was arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such price(s) with any other Proposer or with any competitor;

2. Unless otherwise required by law, the price(s) which has been quoted in the proposal has not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The preceding statement, known and executed by the undersigned, is affirmed as true and attached to the proposal submitted herewith under the penalties of perjury of the State of New York.

(Proposer Name)

(Authorized Representative)

(Proposer Address)

(Proposer Phone Number)

(Proposer Email Address)

(Authorized Signature)

(Title)

(Date)

(Corporate Seal)

TOWN OF HAMILTON
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS
(RFP for Geothermal Heat Pump System Installation Services)

1. Proposals must be received by 4:00 p.m. on the 22 day of July, 2019, at the Town of Hamilton Town Clerk's Temporary Office Location at 40 Milford Street, Suite 8, Hamilton, New York 13346 or to mailing address: 38 Milford Street, Hamilton, NY 13346.
2. Specifications and Form of RFP may be obtained from the Town Clerk at the above listed address and online at www.townofhamiltonny.org.
3. Proposals must be in a sealed envelope clearly marked:

**“TOWN OF HAMILTON
PROPOSAL ENCLOSED for
GEOTHERMAL HEAT PUMP SYSTEM
INSTALLATION SERVICES”**
4. Proposals must include a completed non-collusion certificate.
5. Proposer must specify a “Completion Date” and perform accordingly.
6. A copy of any warranty must accompany the proposal. Said warranty must not commence until the “Completion Date.”
7. To be considered complete, a set of specifications must accompany each proposal.
8. The Town Board of the Town of Hamilton reserves the right to complete discretion regarding all proposals.
9. To receive consideration, all deviations from specifications must be listed in detail on the proposal sheet. Any proposal containing deviations from the norm that are not clearly noted and fully explained, will not be considered complete.
10. The Town Board reserves the right to reject any or all proposals or re-advertise for new proposals at their discretion.
11. Any proposal may be withdrawn at any time prior to the proposal submittal deadline. Proposals may be withdrawn only when written authorization is presented after submittal.
12. Prevailing Wage Rates: All work must comply with Section 220 of the New York State Labor Law, as applicable. Prevailing Wage Rates may be obtained at www.labor.ny.gov. This is a public works project.
13. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges pre-paid to destination.
14. The successful Proposer shall agree, upon award of the Contract not to assign or sublet this Contract or any interest therein without first obtaining the written consent of the Town Board.

15. In case of default by the Proposer or contractor, the Town of Hamilton may procure the article or services from other sources without notice and hold the Proposer and/or contractor thereby responsible for any excess costs occasioned by the default.
16. The Proposer, if awarded a contract, agrees to protect, defend, and save harmless the Town of Hamilton against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction, or from a part of the work covered by the contract: and further agrees to indemnify and save harmless the Town from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the contractor, his servants, or agents.
17. Laws, Rules and Regulations of the State of New York and all Local Law, Rules and Regulations, insofar as they may apply to Competitive Bidding, Contracts and Purchases, are made a part hereof.
18. Qualifications of Proposers: In determining the qualifications of a Proposer, the Town of Hamilton will consider Proposer's record in the performance of any contracts in which they may have entered with the Town of Hamilton, with other public bodies or private corporations, and the Town of Hamilton expressly reserves the right to reject the proposal of such Proposer if such record discloses that such Proposer, in the opinion of the Town of Hamilton, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.
19. The Town of Hamilton may make such investigations as it may deem necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to the Town of Hamilton all such information and data for this purpose as the Town of Hamilton may request following the proposal opening. The Town of Hamilton reserves the right to reject any proposal if the evidence submitted by, or determined by the investigation of, such Proposer fails to satisfy the Town of Hamilton that such Proposer is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.
20. Conditions of Work: Each Proposer shall acquaint them self fully with the site conditions relating to the construction and implementation of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful Proposer from Proposer's obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.
21. Final Contract will include requirements for submission of performance and payment bonds.
22. Certified Payrolls: Certified payrolls must accompany all invoices and must be kept up to date. Certified payrolls should be sent to Town of Hamilton at 38 Milford Street, Hamilton, New York 13346.
23. Contact Person: Sue Reymers, Town of Hamilton Town Clerk.
24. These Conditions and Specifications shall be deemed a part of and survive any final contract for services.

TOWN OF HAMILTON
SPECIFICATIONS
(RFP for Geothermal Heat Pump System Installation Services)

- The work shall be warranted by the contractor for a minimum of 5 years after final acceptance.
- The successful Proposer will provide a performance bond equal to 100% of the proposal, as well as a proposal bond equal to 10% of the proposal amount.
- Contractor will complete all work under this contract in seventy-five (75) days from Notice to Proceed. Contractor's failure to complete all work under this contract in seventy-five (75) days from Notice to Proceed will result in Contractor forfeiting all or a portion of the performance bond in the discretion of the Town Board of the Town of Hamilton.
- Contractor will pay workers in accordance with the Prevailing Wage Schedule. Certified payrolls will be provided to the Town indicating compliance with this requirement.
- The successful Proposer shall be required to present and meet the following minimum insurance requirements:
 - Maintenance of Insurance Policy Provisions. The successful Proposer shall maintain or cause to be maintained throughout the term of this project, insurance of the types and in the amounts specified below titled "Types of Insurance". All such insurance shall be evidenced by insurance policies, each of which shall:
 - name or be endorsed to cover the Town of Hamilton, NYSERDA and the State of New York as additional insureds;
 - provide that such policy may not be cancelled or modified until at least 30 days after receipt by the additional insureds of written notice thereof; and
 - be reasonably satisfactory to the Town of Hamilton and NYSERDA in all other respects.
 - Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:
 - Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
 - Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.
 - Delivery of Policies: Insurance Certificates. Prior to commencing the Work, the successful Proposer shall deliver to the Town of Hamilton certificates of insurance

issued by the respective insurers and evidencing the insurance required by the agreement. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by the Town of Hamilton or NYSERDA, the successful Proposer, not less than 15 days prior to such expiration date, shall deliver to the Town of Hamilton and NYSERDA certificates of insurance evidencing the renewal of such policies, and the successful Proposer shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect the Town of Hamilton and/or NYSERDA hereunder, or if deemed necessary by the Town of Hamilton or NYSERDA due to events rendering a review necessary, upon request the successful Proposer shall deliver to the Town of Hamilton and NYSERDA a certified copy of each policy.

- The required insurance policies shall be endorsed to include the Town of Hamilton as an additional insured and also include the provisions that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Town of Hamilton, 40 Milford Street, Suite 8, Hamilton, New York 13346 (mailing address 38 Milford Street, Hamilton, New York 13346) , by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of the awarded contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.
- Payments: Town of Hamilton will pay the successful Proposer the amount of their proposal upon the full and faithful performance of the contract, acceptance of materials and/or work by the Town of Hamilton, and upon receipt of the vendor invoices and lien releases, as applicable.

Unless otherwise specified, Town of Hamilton may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract (or ten percent (10%) of the final payment amount, whichever is greater) until final completion and acceptance of all work covered by the contract.

The successful Proposer further agrees that Town of Hamilton may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract, provided that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

The successful Proposer further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this proposal or any contract entered into.

- Warranty: Town of Hamilton requires a minimum five (5) year warranty from the date of acceptance, to correct at no additional cost to Town of Hamilton any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this proposal.

Town of Hamilton does not accept exceptions to implied warranties of suitability or merchantability. Town of Hamilton does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

- Termination/Default/Non-Performance: In case of default by the successful Proposer, Town of Hamilton may procure the articles or services from other courses without notice and hold the Proposer responsible for any excess cost.

Town of Hamilton may terminate this agreement with cause upon notification in writing.

If the successful Proposer is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Town of Hamilton. Town of Hamilton may cancel said contract as to future deliveries at any time during such delay if Town of Hamilton interests are impaired by such delay.

Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by Town of Hamilton of the right to terminate this contracts for abandonment or delay.

- Changes/Deviations: This proposal as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the proposal constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.