



BUREAU OF PURCHASING

ONE LARKIN CENTER, 3rd Floor

YONKERS, NY 10701-3888

Telephone (914) 377-6030

Fax (914) 377-6032

COVER SHEET - INVITATION FOR BIDS

SOLICITATION & CONTRACT DOCUMENTS FOR:

School 25 (579 Warburton Avenue, Yonkers NY 10701) Boiler Repairs

BID NUMBER: RFB-6701

OPENING DATE: November 12, 2021

TIME: 2:00 PM (PREVAILING TIME)

BOCS APPROVAL DATE: ASSIGNED BY PURCHASING

CONTRACT NO.: ASSIGNED BY PURCHASING

BOARD OF EDUCATION

Rev. Steve Lopez, President

Dr. Rosalba Corrado Del Vecchio, Vice President

Ms. Andrea Brown

Mr. Kevin Cacace

Mr. Amjed I. Kuri

Dr. John Castanaro

Ms. Gail Burns

Ms. Lakisha Collins-Bellamy, Esq.

Ms. Sheila Greenwald

Dr. Edwin Quezada

Superintendent of Schools

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

(P. O. Boxes are not acceptable)

CONTACT: _____ TITLE _____

PHONE NO.: _____ FAX: _____

EMAIL: _____

DATE: _____

***DO NOT RETURN ENTIRE BID PACKAGE –
ONLY RETURN WHAT IS LISTED IN THE “INFORMATION FOR BIDDERS”, PAGE 7***

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All vendors are encouraged to register online with the Empire State Purchasing Group at <http://www.empirestatebidsystem.com/> to receive additional notifications of bid opportunities and bid amendments from the City of Yonkers and over 140 other municipalities. This regional online bid notification system provides instant access to all participating agencies', Bids, RFPs, Request for Quotes, and Amendments from one website.

Vendors are also encouraged to visit the Yonkers Purchasing Department website at <http://www.yonkersny.gov/> to learn more about doing business with the City of Yonkers.

Prospective Bidders are reminded that they are responsible for ensuring that they receive all addenda. All addenda will be posted on the Empire State Purchasing System website at <http://www.empirestatebidsystem.com/>.

IMPORTANT NOTICE TO BIDDERS REGARDING BID OPENINGS:

Due to the COVID-19 Pandemic and in line with the directives issued by the Mayor of Yonkers regarding public safety, there is limited access to One Larkin Center. The building is open from 8:30 AM to 4:00 PM for receiving packages via courier services and in person. If delivering bids in person, individuals must wear face coverings and see the Public Safety Officer in the library atrium who will clock in the bid and then contact Purchasing to pick up the bid. Sealed Bids will continue to be opened and read at the specified date and time, however, there will not be a public opening of bids. Those interested in listening to the bid opening and the reading of bids can dial Conference Call number 1-701-802-5221 and enter Access Code 1354203 when prompted on the due date of the bid opening. The bid opening will start promptly at 2:00 pm. It is recommended that vendors are dialed in by 1:55 pm to hear the bid results. No questions will be answered while the bid opening is in progress.

BIDDER'S CHECK LIST

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED

_____ MAKE SURE BID IS PROPERLY **NOTARIZED & SIGNED** BY COMPANY OFFICIAL ON THE PAGE ENTITLED “**BID AND BIDDER'S AFFIDAVIT**”.

_____ MAKE SURE BID SCHEDULE OF PRICES (BSP) IS **SIGNED AND ALL LINES COMPLETED**.

_____ IF APPLICABLE, MAKE SURE SCHEDULE “B” – ITEMIZED BID SCHEDULE OF PRICES HAS UNIT PRICES & EXTENDED PRICES ENTERED FOR ALL LINE ITEMS.

_____ MAKE SURE BID SECURITY IS ENCLOSED (IF APPLICABLE).

_____ IF DESCRIPTIVE LITERATURE IS REQUESTED, ENCLOSE LITERATURE WITH BID.

_____ INDICATE THE DELIVERY LEAD-TIME IN CALENDAR DAYS ON THE BSP PAGE.

_____ **MAKE SURE THE VENDOR BACKGROUND QUESTIONNAIRE IS FILLED OUT COMPLETELY AND INCLUDED WITH YOUR SEALED BID – SIGNED AND NOTARIZED.**

_____ **DO NOT RETURN THE ENTIRE BID PACKAGE. ONLY RETURN THE PAGES SPECIFIED ON PAGE 8. MAKE A COPY OF THIS BID DOCUMENT FOR YOUR RECORDS.**

_____ IF YOU CHOOSE NOT TO BID, PLEASE COMPLETE THE “NO BID” FORM AND RETURN VIA FAX TO 914-377-6032. **ONLY THE “NO BID” FORM NEED BE RETURNED.**

_____ MAIL THE BID IN TIME FOR THE POSTED BID OPENING DATE AND TIME. BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE ACCEPTED.

_____ **IF USING FEDERAL EXPRESS OR SIMILAR SERVICE, YOU MUST INDICATE THE BID NUMBER AND OPENING DATE ON THE COURIER POUCH TO PREVENT MIS-ROUTING. .**

_____ **MAKE SURE THE BID ENVELOPE IS SEALED AND THE BIDDER'S ADDRESS, BID NUMBER, BID TITLE, AND OPENING DATE IS PRINTED ON THE ENVELOPE.**

RETURN THIS PAGE IF YOU ARE SUBMITTING A “NO BID”



**CITY OF YONKERS - PURCHASING OFFICE
ONE LARKIN CENTER 3RD FLOOR
YONKERS, NEW YORK 10701
(914) 377-6030**

STATEMENT OF NO BID

Re: Bid No. RFB-6701

Description: School 25 (579 Warburton Avenue, Yonkers NY 10701 Boiler Repairs

Attention Prospective Bidder:

In the event your firm declines to bid, please advise this office to that effect by completing the following and **returning via email to the contact on page 5.**

We, the undersigned, have declined to bid for the following reasons (please check all that apply):

- _____ We do not offer this product / service.
- _____ Our work schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We do not have a representative in this area.
- _____ We are unable to meet your bond requirements.
- _____ Other: _____
- _____ Please remove our firm from the City's bidders list.
- _____ Please keep our firm on the City's bidders list

Company Name: _____

Address: _____

Authorized Representative (print): _____

Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax: _____

E-mail: _____

Prevailing Wage –

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. The PRC case number is # **20211010386**.

To access the prevailing wage rate schedule for this project, enter the PRC number at the following New York State Dept. of Labor webpage: <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>

Complete NYSDOL requirements can be viewed at <https://dol.ny.gov/public-work-and-prevailing-wage>.

Upon issuance of the Notice of Acceptance/Contract Award, the Purchasing Department will notify the NYSDOL with the following information:

- Contractor name, address, and federal employer identification number;
- Contract amount;
- Approximate start and completion dates.

INFORMATION FOR BIDDERS

- I. The description and delivery location for which bids are requested and the time and place for receipt of bids are set forth on the Cover Sheet of the Information for Bidders.

II. **Bid Submission Requirements:**

The following items are to be fully completed **AND RETURNED** as part of the bid:

- A. Bid Cover Sheet – **Page 1**
- B. Bid Schedule of Prices: ☐ Itemized, **Page 15** and **Schedule “B”**
☒ Lump Sum, **Page 16**
- C. Bid and Bidder’s Affidavit – **Pages 17-22 - SIGNED AND NOTARIZED.**
- D. Bid Security: ☐ Applicable ☒ Not Applicable
- E. Vendor Background Questionnaire – **Pages 23-29 - SIGNED AND NOTARIZED**
- F. **Contract Signature Pages – Page 45-46**
- G. Schedules “B” and “D” through “G” **Pages 48 – 55**

Non-compliance with any of the above bid submission requirements may result in the disqualification of the bid.

DO NOT RETURN ENTIRE BID PACKAGE - ONLY RETURN THE PAGES LISTED ABOVE. MAKE A COPY OF THIS BID DOCUMENT FOR YOUR RECORDS.

III. Examination of the Contract Documents and Site:

- A. Prospective Bidders shall examine the Contract Documents carefully and, before bidding, shall make a written request to the Purchasing Director or designee for clarification of any ambiguity, or correction of any inconsistency or error in the documents. **All inquiries must cite the page, section, and paragraph number. Inquiries may be submitted by fax or e-mail.**

Every request for such clarification must be received at least five (5) calendar days prior to the date fixed for the opening of the bid. Such clarification or correction, as well as any additional Contract provisions the City shall decide to include shall be issued in writing by the City as an addendum and will be available for downloading from the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>). Upon issuance, such addenda shall be binding on all Bidders. The requirements contained in all Solicitation Documents shall apply to all addenda.

- B. Only interpretations, corrections, or additional Contract provisions made in writing by the City as addenda shall be binding. No officer, agent, or employee of the City is authorized to clarify or correct the Contract Documents by any other method, and any such clarification or correction, if given, is not binding on the City.
- C. At the time of the opening of bids, each Bidder shall be presumed to have inspected the site (if applicable) and to be thoroughly familiar with all the Contract Documents. The failure of any Bidder to obtain, to examine all Contract

Documents, or to request a clarification or correction, shall in no way relieve any Bidder from any obligation in respect to the bid of such Bidder.

- D. Any subsequently alleged ambiguity, not raised by the successful bidder prior to the submission of his or her bid, shall be conclusively and unilaterally resolved by the Purchasing Director.

IV. Site Inspection / Pre-Bid Conference: ☒ Applicable ☐ Not Applicable

A pre-bid conference/site inspection for all prospective Bidders may be held at a time and place to be announced by the City for the purpose of discussing the Contract Documents and requirements in an informal setting. Prospective Bidders are encouraged to attend this pre-bid conference/site inspection. Nothing stated at the pre-bid conference/site inspection shall change the terms and/or conditions of the Contract unless memorialized in writing as required herein.

V. Preparation and Submission of Bids:

- A. The City may reject as non-responsive any bid not prepared and submitted in accordance with the provisions of the Bid/Contract Documents.
- B. Bids shall be enclosed in a sealed envelope addressed to the City of Yonkers, Purchasing Department, 3rd Floor, One Larkin Center Yonkers, NY 10701 and marked with the **name and address of the Bidder, the Bid Number, the Bid Opening date and time, and the description of the Project**. If the bid envelope is in turn enclosed in a special courier pouch or express mail envelope, such pouch or envelope must be denoted as **BID** and labeled with the same aforementioned information.
- C. All blank spaces for bid prices must be filled in, using both words and figures. When an error is made in extending total prices, the unit bid price will govern. In the event of a discrepancy between the Bid Amount in words and the Bid Amount in figures, the Bid Amount in words shall govern.
- D. Conditional bids shall be rejected. Bids shall not contain any recapitulation of the Work to be done. No oral, telegraphic, telephonic, or faxed bids or modifications shall be considered.
- E. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected as non-responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, will be rejected as non-responsive.
- F. Any bid may be withdrawn prior to the scheduled time for the opening of bids or the postponed date, if any.
- G. Any bid delivered after the opening date and time will not be accepted.
- H. A Bidder may not withdraw its bid during the **NINETY (90) calendar day** period following the actual date of the opening without prior approval of the City.

- I. Unbalanced bids may be rejected at the discretion of the City. Unbalanced bids shall be deemed to include any bid on any item which is not, in the opinion of the City based on a bona fide price for which the bidder can furnish the articles or perform the work covered by said item at cost or with substantially the same percentage of profit as he estimates to receive on the Contract as a whole.
- J. If “goods” are the subject matter of this contract they must be as specified in the contract documents and include the article(s) to be furnished, together with any labor, service, or other work necessary for satisfactory performance. Goods must be marked and package in accordance with U. S. Standard Measurements and nomenclature using the English language.
- K. If “services” are the subject matter of this contract they must be provided as specified in the contract documents and include the services to be furnished, together with any labor, material, or other work necessary for satisfactory performance.
- L. Pricing: All bid prices must be firm for the contract term, i. e., no price adjustments are allowed unless expressly permitted by the Bid Requirements.
- M. All bid prices are deemed to be F.O. B. Destination and shall include, without limitation, all delivery charges, demurrage, insurance, packaging, and any other expenses incidental to providing the goods or services specified.
- N. Taxes: The Tax Law exempts New York State governmental entities such as the City of Yonkers, from payment of New York State sales and use taxes on purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity’s official purchase order or other documentation which indicates that the purchaser is a New York State governmental entity. Tax exemption numbers are not issued to New York State governmental entities.
- O. Discounts: Payment will be made within 30 to 60 days of receipt of a proper invoice. Bidders may offer a cash discount for prompt payment. However, such discounts will not be taken into consideration in determining the low bidder.
- P. Item Award: Except as otherwise expressly indicated in the Bid Schedule of Prices, the contract(s) will be awarded on an “item” basis, i. e., a separate award will be made to the lowest responsive and responsible bidder for each item set forth on the Bid Schedule of Prices. The Bidder may bid on one or more or all items. A bidder will be considered only for the item(s) for which it has set forth a price on the Bid Schedule of Prices. Where the Bid Schedule of Prices calls for a single lump sum price, this will be considered as an item award.
- Q. Class Award: If indicated on the Bid Schedule of Prices as a class award then this contract will be awarded on a ‘class’ basis, i. e., a single award will be made to the lowest responsive and responsible bidders based on the total aggregate price for all items set forth on the Bid Schedule of Prices. Where the Bid Schedule of Prices sets forth more than one class of items, the Bidder may bid on one or more or all of such classes, but the bidder must bid on each item within a given class.

A bidder desiring to bid “no charge” on an item in a class must indicate this clearly. A submitted Bid Schedule of Prices not setting forth the Bidder’s price for each item or “no charge” within a class may be deemed incomplete and be subject to rejection for that class.

- R. Provisions for other Agencies: Unless otherwise stipulated by the bidder, the bidder agrees when submitting their bid that they will make available to all City agencies and departments and the City School District the bid prices they submit in accordance with the bid terms and conditions, should any said department or agency wish to purchase under the resultant contract. In addition, pursuant to GML Section 103 subdivision 16, all political subdivisions in New York State may, provided all requirements have been met, “piggy-back” off resulting contracts of another political subdivision. Regardless of the foregoing, it is acknowledged and agreed that the City of Yonkers is not responsible for any debts incurred by any other political subdivisions purchasing off the resultant contract.
- S. Quantities are Approximate: Where quantities specified in the Bid Schedule of Prices are identified as “estimated”, the Bidder understands that such quantities are not in any way guaranteed or represented as correct or intended to be relied upon and shall not be taken as final and shall form no basis for any claims for damages including, but not limited to anticipated profits in case they do not correspond with the final quantities actually ordered and that the City reserves the right to increase or to diminish or to omit entirely any of the quantities or items therein stated in the Bid Schedule of Prices.
- T. Addenda: Bidders must attach copies of each addendum issued or otherwise acknowledge receipt of each addendum. An addendum which changes any part of the Bid Schedule of Prices must be attached or the change clearly incorporated into the Bid Schedule of Prices. The City in its sole and absolute discretion may treat a failure to annex or acknowledge receipt of addenda or to any part of the Bid as a minor informality where addenda or portion of the Bid, as the case may be, is determined by the City not to be substantive in nature.
- VI. Catalogs: Each bidder must submit in duplicate where necessary or when requested by the Bureau of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish.
- VII. Trade Names: In cases where an item is identified by a manufacturer’s name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an “equal” unless the proposed “equal” is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive, except where standardization has occurred, and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of their bid exactly what they propose to furnish, and forwards with their bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by their bid.

The City/YPS hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or significant variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful bidder after the award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

- VIII. Formal Specifications: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional errors or omission, but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A. S. T. M. standards, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of these specifications.

All deviations from the specifications should be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will cause the bidder to be strictly accountable to the City/YPS to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

- IX. New Goods / Fresh Stock: Unless otherwise specifically stated in the Bid Requirements, all goods delivered against the resulting contract shall be new and unused, fresh stock, latest model, design or pack.
- X. Determination of Bidder Responsibility; Vendor Background Questionnaire:
- A. Bidders are obligated to submit a complete, truthful, and accurate Vendor Background Questionnaire with this bid. Failure to comply with the foregoing can result in the disqualification of the bid.
 - B. In addition, prior to the award of a contract, the City will conduct such investigations, as the City deems necessary to determine the responsibility of any Bidder and/or to determine the ability of any Bidder to perform the Work. All apparent low bidders are subject at the time of bid to a financial analysis.

The City may require the Bidder to submit one or more of the following:

1. Further detailed breakdown of its Bid Amount in a format and level of detail acceptable to the City.
2. The names and resumes of key personnel the bidder intends to assign to the work if awarded a contract.

3. The portions of the Work that the bidder intends to subcontract by trade and estimated dollar amount of each.
 4. A list of contracts, award dates, award amounts, and Owner contact persons for projects the Bidder has recently been awarded or is currently working on.
- C. Delinquent contractors shall not be deemed responsible for purposes of awarding a contract. It is the policy of the City of Yonkers/YPS to disqualify persons or business entities which are delinquent in financial obligations to the City/YPS of its affiliated agencies, boards, or commissions from participating in City/YPS contracts and business opportunities.
- D. The City/YPS reserves the right to reject any bid if the information required by the City/YPS is not submitted as required or if the information submitted fails to satisfy the City/YPS that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract, or to complete the Work as contemplated.

XI. Required Bonds: ☐ Applicable ☒ Not Applicable

- A. BID SECURITY. The bidder is required to submit bid security in the amount of _____ **percent of the total amount bid.** All Bid Bonds received in connection with this bid will be returned to the Bidders, except the three lowest Bidders, within five days after the formal opening of bids; and the remaining Bid Bonds, except for the lowest responsible bidder, will be returned to the other bidders, after the Board of Contract and Supply has awarded the Contract.
- B. PERFORMANCE SECURITY. The bidder is required to submit performance security in the amount _____ **percent of the total amount bid.** The performance security shall be delivered by the Contractor to the City within ten (10) business days after the receipt of a Notice of Award. If a Contractor fails to deliver the required performance security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsible bidder or the Contract may be rebid.
- C. PAYMENT SECURITY. Payment security is required in the amount of _____ **percent of the total amount bid.** The payment security shall be delivered by the Contractor to the City within ten (10) business days after the receipt of a Notice of Award. If a Contractor fails to deliver the required payment security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsible bidder or the Contract may be rebid.
- D. ACCEPTABLE SECURITY. Acceptable security for bids, performance and payment shall be limited to:
1. a bond in a form satisfactory to the City
 2. a bank certified check or money order.

- E. Attorneys in fact who sign said bonds on behalf of a surety must affix to each bond a certified copy of their power of appointment, indicating the effective period.
- F. **All bonds must be submitted on the exact form provided in the bid and contract documents. Note: AIA bond forms are not acceptable.**

XII. Award of Contract, Rejection of Bids:

- A. SUBJECT TO THE CITY'S RIGHT TO REJECT ANY AND ALL BIDS, THE AWARD OF THE CONTRACT SHALL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.
- B. The City may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in its best interest to do so.
- C. Rejection of all bids and negotiations with responsible bidders:
 - 1. The City may determine that it is appropriate to cancel the selection process after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:
 - (a) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the City cannot determine the reasonableness of the bid price, or no responsible bid has been received from a responsible bidder; or
 - (b) In the judgment of the City the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
 - 2. When the City has determined that the Invitation for Bids is to be cancelled and that use of negotiation is appropriate to complete the acquisition, the City may negotiate and award the Contract without issuing a new solicitation subject to the following conditions:
 - (a) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the City to each responsible bidder that submitted a timely bid;
 - (b) the negotiated price is the lowest negotiated price offered by any responsible bidder; and
 - (c) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a timely bid.
- D. Tie Bids:

When two or more low responsible bidders are identical in price, the City will break the tie by giving priority first to a City of Yonkers bidder, second to a County of Westchester, New York bidder, and third to a State of New York

bidder. If after such preferences are given a tie still remains, the award shall be made by a drawing by lot. The bidders involved shall be invited to attend the drawing.

E. Notice of Bid Acceptance:

A written Notice of Bid Acceptance / Contract Award or Purchase Order mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation for Bids shall be deemed to result in a binding contract without further action by either party.

XIII Audit by the Inspector General:

- A. Any Vendor who believes that there has been unfairness, favoritism, or impropriety in the bid process should inform the Inspector General of the City of Yonkers, Yonkers City Hall, Yonkers, New York 10701, telephone number (914) 377-6107.
- B. The Inspector General may, in his or her discretion, audit the bid process or otherwise investigate any allegations of wrongdoing and, if deemed necessary, issue a report on his or her findings to the Board of Contract and Supply.

XIV Authority to Do Business in New York

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).

XV Schools Regulations

Refer also to the Special Conditions and the Technical Specifications, if included. In the event the stipulations are in conflict, the bidder will provide for the more restrictive requirement.

- A. The successful bidder will be working in public schools and as such will be required to:
 - 1. Sign in and out of each building with the head custodian for each site visit.
 - 2. Be restricted to the zone of work and not permitted access to any areas of the building and grounds not specifically related to the work at hand.
 - 3. Furnish, wear and display prominently a photo identification badge at all times.
 - 4. Refrain from any and all fraternization or undue communication with students or teachers.
 - 5. Take direction only from the supervisor of the relevant YPS Department or his/her agent.
 - 6. Refrain from smoking anywhere on YPS grounds.
 - 7. Comply with OSHA regulations regarding personal protection gear. (e.g., head, eye and ear protection).

XVI Payments

To receive payments for Work completed, Contractor/Vendor shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the Accounts Payable Department (AccountsPayable@yonkersny.gov), which will be paid within 30 to 60 days of receipt, subject to compliance with the terms hereof. If you wish to receive payment electronically, you can enroll in the City's ACH payment program during the vendor enrollment process.

COMPLETE THIS FORM IN INK

BID NO.: RFB-6701

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B”

“Intentionally Omitted”.

BID SCHEDULE OF PRICES - LUMP SUM BID

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid stated, the Lump Sum Bid of:

PLEASE PRINT

Written in Words; _____

_____ Dollars _____ Cents.

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Bidder: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____

Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

BID AND BIDDER'S AFFIDAVIT

Bid No.: **RFB-6701**

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required work and meet all other obligations set forth in the Contract Documents, and all addenda thereto, whether received by the undersigned or not; for the total sum indicated below:

Bid Amount: _____
_____ Dollars, _____ Cents.

Printed in words

\$ _____
(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read the 1) Information for Bidders, 2) Form of Contract, 3) Schedule "A", Scope of Services, 4) All Schedules, and 5) all addenda (if any).

Bid Made by:
(Firm Legal Name) _____

Address: _____

By: _____
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: _____ Fax: _____

Tax ID Number: _____ Date: _____

The Bidder's authorized representative on this Project shall be _____

_____.

Additionally, by submission of this bid and the execution of the Bidder's Affidavit each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

A. The prices in the 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;

B. Unless otherwise required by law, the prices which have been quoted in the 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;

C. 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;

A bid shall not be considered for award nor shall any award be made where [A], [B], [C] above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore: [affix addendum to this page if space is required for Statement.]

D. The bidder is not in arrears to the City of Yonkers upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of Yonkers;

E. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;.

F. The Bidder shall make no claim on account of any variations between the quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;

G. The bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;

H. No member of the municipal government of the City of Yonkers nor any officer or employee of the City, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;

I. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:

1. File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
2. Intentionally falsify business records;
3. Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;
4. Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; and

5. Knowingly participate in the criminal activities of any organized crime group, syndicate or family, nor shall any person employed by or associated with any such organized crime family, syndicate or group participate through criminal means in any of the business affairs of the Bidder.

J. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:

1. is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
2. is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.

The Bidder shall immediately notify the City of any such event.

AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF _____, COUNTY OF _____

as:

_____ being duly sworn,
says:

I am a member of _____,
the above named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at _____

_____.

I have full knowledge of the matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 20__, before me personally
came _____, to me known, who, being
by me duly sworn, did depose and say that he/she resides at
_____, that she is the
_____ of _____, the
corporation described in and which executed the above instrument; and that he/she signed his/her
name thereto by order of the Board of Directors of said corporation.

Notary Public

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and
submit this page with its bid

(Bid and Bidder's Affidavit)

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF _____, COUNTY OF _____
as:

_____ being duly sworn,
says:

I am a member of _____ the
above named partnership whose name is subscribed to and which executed the foregoing bid. I
reside at _____

_____. I have full
knowledge of the matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 20____, before me
personally came _____, to me known and known
to me to be a member of the firm _____; described in
and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she
executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

If a Partnership, Bidder must complete both Affidavit and acknowledgement sections and submit
this page with its bid.

(Bid and Bidder's Affidavit)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF _____, COUNTY OF _____
as:

_____ being duly sworn,
says:

I am the person who submitted the foregoing bid. I have full knowledge of the matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____) SS:

On the _____ day of _____, in the year 20__, before me personally same _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged that the/she executed the same.

Notary Public

If an Individual, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid.

(Bid and Bidder's Affidavit)



ONE LARKIN CENTER 3RD FLOOR
Yonkers, New York 10701
(914) 377-6035
Fax: (914) 377-6032
email: thomas.collich@yonkersny.gov

CITY OF YONKERS

Purchasing

Mike Spano, Mayor

Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

BID NO.: RFB-6701

OPENING DATE: November 12, 2021

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers **must be printed in black or blue ink**. If you need more space to answer a question, **print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

GENERAL INFORMATION Initial Application: YES ☐ NO ☐ Revision: YES ☐ NO ☐

1. Submitting Business Name

EIN/SSN

Dun & Bradstreet #

"Doing Business As" Name(s), if any

Business Address and date business
located at this address

Other business addresses, if any (satellite
offices, plants, warehouses, branch offices
headquarters, etc.)

Mailing address, if different from above

Telephone Number

Fax Number

E-Mail

Contact Person and Title

Company website

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☐ NO ☐ If YES, please provide details and explain: _____

3. Has this business changed addresses in the past five years? YES ☐ NO ☐. If YES, please provide all complete former addresses: _____

4.
 - a. Date business was formed _____
 - b. Date business was incorporated _____

5. **Type of Organization (Please circle one)**
 - a. Business Corporation
State/County in which incorporated _____
Name of individuals/entities incorporating business _____
 - b. Sole Proprietorship
 - c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
 - d. Joint Venture
 - e. Non Profit
 - f. Not for Profit
 - g. Other (Explain) _____

6. **Type of Business (Please circle one)**
 - a. Manufacturing
 - b. Distribution
 - c. Retail
 - d. Commercial Service
 - e. Professional Service, Non Construction, Non-Law
 - f. Bank
 - g. Construction Manager
 - h. Architect
 - i. Engineer
 - j. General Contractor
 - k. Consultant (Specify) _____
 - l. Laboratory Testing and Analysis
 - m. Law Firm
 - n. Other (Explain) _____

7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise? YES ☐, NO ☐. If YES, please explain. _____

 - a. Do you perform outreach to any of these Enterprises to perform subcontracting work? YES ☐, NO ☐
 - b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☐ If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☐. If YES, please provide date of purchase and name(s) of previous owner(s).

9. Does this business own ☐, rent ☐, or lease ☐ its office facilities? **(Please check one)**. If leased or rented, please provide name, address, and telephone number of building owner/landlord. _____

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES ☐, NO ☐ If YES, please provide the name and address of the other entity and nature of relationship to this business.
-
11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES ☐, NO ☐. If YES, please provide details and explain.
-
-

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.
-
-
-
-
-
13. Number of Employees _____
14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☐, NO ☐. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES ☐, NO ☐. If YES, please provide details and explain.
-
-
15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES ☐, NO ☐. If YES, please provide details and explain.
-
-
16. Is this business or any business listed in response to question 14 now or has it been in the last five years:
- a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES ☐, NO ☐
 - b. A vendor of or contractor to the City of Yonkers? YES ☐, NO ☐
 - c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☐.
- If YES to any above, please provide details and explain. _____
17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☐. If YES, please provide details and explain. _____

18. Has this business or any business listed in response to question 14 at present or has it ever been:
- a. Debarred by any agency* from entering contracts? YES ☐, NO ☐.
 - b. Found not responsible by any government agency? YES ☐, NO ☐.
 - c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☐.
 - d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☐.
 - e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☐.
 - f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☐.
 - g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☐.
 - h. Required to pay liquidated damages on a contract? YES ☐, NO ☐.
 - i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☐.
 - j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☐.
 - k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☐.
 - l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☐.
 - m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition on company letterhead.

- * Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.
- ** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.
19. In the last five years, have any of the persons listed in response to question 12:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☐.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☐.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☐.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☐.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☐.
 - f. Entered a consent decree? YES ☐, NO ☐.
 - g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☐.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☐.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☐.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☐.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☐.
 - f. Entered a consent decree? YES ☐, NO ☐.
 - g. Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☐. If YES, explain _____
22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☐.
- If YES, explain _____
23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

24. Pursuant to Executive Order No 6-2013, “delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities.” Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES ☐, NO ☐. If YES, explain _____
- _____
- _____

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES ____ NO ____

If “Yes,” please list the address of each property.

26. **If requested, the Bidder shall provide a list of references on company letterhead in this format:**

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-contractor
8. If you were the prime contractor and sub-contractors were used, identify the names of the sub-contractors and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, _____, being duly sworn, state that I am the

Print or Type Name of Bidder/Proposer Authorized Representative

_____ of _____, and Print or
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

Signature of Bidder/Proposer Authorized Representative

STATE OF _____)

_____) ss:
COUNTY OF _____)

On the _____ day of _____, in the year _____, before me personally came
_____, to me known and known to me to be the person

Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

Notary Public

Place Notary Public Stamp Here:



YONKERS PUBLIC SCHOOLS
COMMODITIES / SERVICES CONTRACT
CONTRACT NUMBER _____

THIS CONTRACT, made the _____ day of _____, 20__

by and between:

THE YONKERS PUBLIC SCHOOLS acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the “School District”),

(hereinafter referred to as the “School District”),

and

CONTRACTOR, a corporation having an office and principal place of business at address,

(hereinafter referred to as “the Contractor”).

W I T N E S S E T H

WHEREAS, the School District desires to obtain _____ within the City of Yonkers; and

WHEREAS, the Contractor desires to provide such services for the compensation and on the terms herein provided;

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement (“IMA”) by and between the School District and the City of Yonkers (“City”) as filed in the Office of the City Clerk on June 16, 2014, the terms of

the agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

NOW, THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

FIRST: The Contractor shall furnish _____ services (the "Work") on an 'as needed' basis as more fully described in its proposal dated _____, which is attached hereto and made a part hereof as **Schedule "A"**. The services shall conform in all respects with the School District's Bid, entitled "_____", due _____, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Contractor shall be under the direction and subject to the approval of the Director of _____, or his/her designee (the "Director").

SECOND: The term of this Contract shall commence upon execution by the City and continue for a period of _____. This contract shall remain in full force and effect for the period specified, unless extended by mutual consent of both parties or terminated as provided herein, subject to further approval of the Board of Education and City's Board of Contract and Supply, if required.

Time limits provided in the Contract are of the essence. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the work within the period specified under the Contract in a satisfactory and proper manner, as determined by the City, in accordance with current industry standards and trade practices.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Contractor shall be paid an amount not to exceed _____ (\$_____) DOLLARS per year/per term, at the rate more fully described in **Schedule "B", unless increased per formal amendment, subject to further approval of the City's Board of Contract and Supply, if required,** payable according to the terms described below. The compensation to be paid as described in Schedule "B" shall cover all professional time and costs unless otherwise stated. Except as otherwise expressly stated in this Contract, no payment shall be made by the City to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

To receive payments for Work completed, Contractor shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the Accounts Payable Department (AccountsPayable@yonkersny.gov), which will be paid within 30 to 60 days of receipt, subject to compliance with the terms hereof. If you wish to receive payment electronically, you can enroll in the City's ACH payment program during the vendor enrollment process. The City shall not issue final payment until satisfied that all Work outlined in the scope of work has been completed. Upon acceptance of the final payment, Contractor releases City from any and all claims in any way connected to this Contract. Notwithstanding the foregoing, it is understood that the City operates on a fiscal year basis that begins on July 1st and ends on June 30th of each year. The City shall not be considered to be in default under this Contract if any payments are due after the beginning of a fiscal year when the City's budget has not been approved for that fiscal year unless the non-payment continues after 31 October in any year.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Contract. It is recognized and understood that even if specific additional charges are expressly permitted under this Contract; in no event shall total payment to the Contractor exceed the not-to-exceed amount set forth above, except with an authorized change order or amendment.

FOURTH: Changes or extra work, beyond services specified under the Contract, may be authorized only by a written change order or amendment executed by a duly authorized City official, subject to all necessary legal approvals.

FIFTH: Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with Work, unless otherwise provided. If otherwise provided, the City will issue an order to proceed in writing that will set forth the date upon which Work is to commence. All orders to proceed are subject to Contractor's compliance with the insurance requirement if required herein.

SIXTH: The parties recognize and acknowledge that the obligations of the City under this Contract are subject to annual appropriations by its budget pursuant to the Laws of the City of Yonkers. Therefore, this Contract shall be deemed executory only to the extent of the monies appropriated and available. The City shall have no liability under this Contract beyond

funds appropriated and available for payment pursuant to this Contract. The parties understand and intend that the obligation of the City hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Contract constitute a pledge of the general tax revenues, funds or moneys of the City. The City shall pay amounts due under this Contract exclusively from legally available funds appropriated for this purpose. The City shall retain the right, upon the occurrence of the adoption of any City Budget by its City Council during the term of this Contract or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such City Budget on City finances. After such analysis, the City shall retain the right to either terminate this Contract or to renegotiate the amounts and rates set forth herein. If the City subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Contract upon reasonable prior written notice.

This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The City shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on City finances. After such analysis, the City shall retain the right to either terminate this Contract or to renegotiate the amounts and rates approved herein. If the City subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Contract upon reasonable prior written notice.

SEVENTH: If the Contractor's Work is delayed by an act of the City or by another contractor employed by the City or by changes ordered by the City in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by the City, then the Contract time shall be extended by Change Order or Amendment for such reasonable time as the City may determine.

EIGHTH: Failure of a contractor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchasing, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles of

comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed to the defaulting Contractor. Such purchases shall be deducted from contract qualities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing.

NINTH: Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Director of Purchasing. Telephone orders placed directly with the Contractor by the ordering Department may ONLY be authorized by the Director of Purchasing only after execution of a Blanket Purchase Order.

TENTH: Unless otherwise stipulated by the Contractor as provided herein, the Contractor agrees that they will make available to all City agencies and departments and the City School District the unit prices they submitted in accordance with the bid and terms and conditions, should any said department or agency wish to purchase under this contract.

ELEVENTH: The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City, and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials and supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failures to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at their risk and expense, or dispose of them as its own property.

TWELFTH: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered goods shall be accepted subject to inspection and physical count.

THIRTEENTH: Deliveries will be accepted between 9:00 A.M. and 3:00 P.M. on weekdays only, exclusive of holidays, unless otherwise stated herein.

FOURTEENTH: All shipments and deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number,
- The Name of the Article and Stock Number (Manufacturer or Supplier),
- The Quantity Ordered,
- The Quantity Shipped,
- The Quantity Back Ordered,
- The Name of the Contractor.

Contractor is cautioned that failure to comply with these conditions SHALL BE
CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT GOODS.

FIFTEENTH: (a) The City, upon five (5) days notice to the Contractor, may terminate this Contract in whole or in part when the City deems it to be in its best interest. In such event, the Contractor shall be compensated and the City shall be liable only for payment for services already rendered under this Contract prior to the effective date of termination at the rates specified in Schedule "B". Upon receipt of notice that the City is terminating this Contract in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Contract without the express approval of the Corporation Counsel, and the Contractor shall direct any approved subcontractors to do the same.

The City may, however, upon determining that Contractor's performance hereunder will endanger the public health or safety, terminate the contract immediately. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) In the event the City determines that there has been a material breach by the Contractor of any of the terms of the Contract and such breach remains uncured for forty-eight

(48) hours after service on the Contractor of written notice thereof, the City, in addition to any other right or remedy it might have, may terminate this Contract and the City shall have the right, power and authority to complete the Work provided for in this Contract, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Contract shall be deemed a material breach of this Contract justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTEENTH: The Consultant agrees to procure and maintain insurance naming the City as additional insured (including without limitation, a waiver of subrogation), as more provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the City, the Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant. In addition to the foregoing, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the City's continued use of the deliverable, or to modify or replace it; and

(b) to the same extent Consultant is required to provide indemnification as in subparagraph (a) above, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

The Consultant further agrees, with respect to the Certificate of Insurance for the above coverage, said certificate must include the YONKERS Contract number, bear a notation evidencing

a minimum of 30-day cancellation notice or notice determined by NY Insurance Law §3426 and by the insurance policy to YONKERS.

The Consultant further agrees to give immediate written notice to the City as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the City in connection herewith. The foregoing insurance and/or indemnity provisions will survive expiration, termination or other cancellation of this Agreement.

SEVENTEENTH: The Contractor represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Contractor independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services. The Contractor agrees to complete the Non-Collusive Bidding Certification attached hereto as Schedule “G,” as part of this Contract.

EIGHTEENTH: Contractor shall maintain accurate records and accounts of services under this contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to the City for payment. The City may withhold payment for failure to comply with the foregoing.

NINETEENTH: The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer and that the Contractor agrees to comply with the City’s Equal Employment Opportunity Policy. The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, gender identity, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Contract. The Contractor acknowledges and understands that the City maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TWENTIETH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing

requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TWENTY-FIRST: Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City. The Contractor agrees to complete the M/WBE questionnaire attached hereto as Schedule “D,” as part of this Contract.

TWENTY-SECOND: All deliverables created under this Contract by the Contractor are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Contractor hereby assigns to the City all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the City to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the City, if required, in perfecting these rights. The Contractor shall provide the City with at least one copy of each deliverable. Any software licenses that are duly paid for by the City will remain in effect for the term of that license. Title and ownership of the software shall at all times remain with the Contractor subject only to licenses and rights granted to City.

The Contractor agrees to indemnify and hold harmless the City for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the City’s continued use of the deliverable, or to modify or replace it. If the City determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Contract, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the City. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Corporation Counsel. The City shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the City.

TWENTY-THIRD: The Contractor shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the City. The Contractor shall not subcontract any part of the Work without the written consent of the City, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Contract without the prior express written consent of the City is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Contractor that for the purposes of this Contract, all Work performed by a City-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Contract. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Contract and shall attach a copy of the City's contract with the Contractor. The Contractor shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the City's contract, read it and is familiar with the material terms and conditions thereof. The Contractor shall include provisions in its subcontracts designed to ensure that the Contractor and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Contract. For each and every year for which this Contract continues, the Contractor shall submit to the Corporation Counsel a letter signed by the owner and/or chief executive officer of the Contractor or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Contract.

TWENTY-FOURTH: The Contractor and the City agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or sub-Contractors are independent contractors and not employees of the City or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or Contractors will hold themselves out as, or claim to be, officers or employees of the City or any department, agency or unit thereof.

TWENTY-FIFTH: If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its

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subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

TWENTY-SIXTH: Failure of the City to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the City of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the City of any provision hereof shall be implied.

TWENTY-SEVENTH: All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the City:

Department of _____
City Hall, Room _____
One Larkin Center
Yonkers, New York 10701
Attn: Commissioner of _____

with copies to:

Corporation Counsel
City Hall, Room 300
40 South Broadway
Yonkers, New York 10701

To the Contractor:

Contractor: _____
Address: _____

TWENTY-EIGHTH: This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

TWENTY-NINTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

THIRTIETH: The Contractor recognizes that this Contract does not grant the Contractor the exclusive right to perform the Work for the City and that the City may enter into similar agreements with other contractors on an “as needed” basis.

THIRTY-FIRST: The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

THIRTY-SECOND: Pursuant to Article VI of the Code of Yonkers, no City procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “E” Certification Regarding Business Dealings with Northern Ireland. Therefore, the Contractor agrees, as part of this Contract, to complete the form attached hereto as Schedule “E”.

THIRTY-THIRD: As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the BOE Commodities Services Bid Template Rev 08 24 2021

law) (the “Prohibited Entities List”). By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Contractor shall complete Schedule “F”, an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

THIRTY-FOURTH: The Contractor shall use all reasonable means to avoid any conflict of interest with the City and shall immediately notify the City in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

THIRTY-FIFTH: This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Westchester.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

THIRTY-SIXTH: The Contractor represents that, it has completed and submitted with their proposal, the Vendor Background Questionnaire. In the event that any information provided in the completed questionnaire changes during the term of this Contract, Contractor agrees to notify City in writing within ten (10) business days of such event. The Contractor shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the City.

THIRTY-SEVENTH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:

- All School District policies, practices and procedures;
- New York State Education Law and New York State Education Department (“NYSED”) requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Contractor is responsible for all NYSED compliance filings, if any;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
- All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- The City’s and the State of New York’s civil rights ordinances;
- Title VI of the Civil Rights Act of 1964 as amended;
- Title VII of the Civil Rights Act of 1968 as amended;
- Section 109 of Title I of the Housing and Community Development Act of 1974;
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990;
- The Age Discrimination Act of 1976;
- Executive Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
- 41 CFR § 60-1.4;
- The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
- The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
- The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387); and
- The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

THIRTY-EIGHTH: The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), the City, the public, and any other persons as may be necessary and as may be required by the Commissioner. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

THIRTY-NINTH: The Contractor shall remove all waste material in connection with the Work from the property of The City of Yonkers, if any. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

FORTIETH: This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

IN WITNESS WHEREOF: The Superintendent, or his/her authorized designee, on behalf of the City of Yonkers/YPS and the Contractor, have executed this agreement in duplicate for the purposes herein mentioned.

YONKERS PUBLIC SCHOOLS

Name of Contractor

By: _____

Name: Dr. Edwin Quezada

Title: Superintendent of Schools

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Rev. Steve Lopez

Title: President, Board of Education

Date: _____

APPROVED AS TO FORM

Yonkers Senior Associate Corporation Counsel

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:

INITIATING DEPARTMENT:

School Facilities

PURCHASING CONTACT- BUYER:

Allison Correia

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing contract; that

(Person executing contract)

who signed said contract on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said contract was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF _____)
) ss.:
CITY OF _____)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public

SCHEDULE "A"
SCOPE OF SERVICES

Yonkers Public Schools
School Facilities Management
School 25 Boiler repairs
Subject Boiler: Boiler # 2 Weil McLain Series 94
Scope of Work:

- 1 - Remove and replace Rear section and Intermediate section
- 2 – Furnish and Install 2 new sections with all associated ropes and gaskets, etc.
- 3 – Hydro test boiler for leaks
- 4 – Reinstall outer jacket
- 5 – Reconnect breeching connector
- 6 – Reconnect piping
- 7 – Remove and discard old sections from site
- 8 – Test run boiler for leaks

SCHEDULE “B”
BID SCHEDULE OF PRICES

NOT APPLICABLE

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as additional insured, written on a “follow the form” basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as an additional insured on a primary and non-contributory basis.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

SCHEDULE "D"
Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
☐ No
☐ Yes (as a business owned and controlled by persons of color)
☐ Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
☐ No
☐ Yes (as a MBE)
☐ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
☐ Yes
☐ No
6. Name of Firm/Business Enterprise: _____
Address: _____

Completed By (Print Name/Title): _____
Signature: _____

SCHEDULE “E”

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph “A” are material conditions of this Contract. If the City receives information that the Contractor is in violation of paragraph “A”, the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Contract. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Contract and the cost to the City of completing performance of this Contract either

by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Contract or by operation of law or in equity.

Agreed:

(Legal Name of Person, Firm or Corporation)

By: _____
(Signature of Authorized Representative)

(Title)

Dated: _____

SWORN to before me this _____ day
of _____, 20__

Notary Public

SCHEDULE "F"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day
of _____, 20__

Notary Public

SCHEDULE "G"
NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such 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 the undersigned's knowledge and belief:
 - (a) 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;
 - (b) 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
 - (c) 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.
2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: _____
(print full legal name)

Date Signed: _____ Signature: _____

Name of Person Signing Certificate: _____
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☐ a limited liability company,
☐ other entity (specify): _____

SWORN to before me this _____ day
of _____, 20__

Notary Public