



YONKERS PUBLIC SCHOOLS

COMMODITIES / SERVICES CONTRACT

CONTRACT NUMBER 2022-00000796

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

A & C FURIA ELECTRIC MOTORS INC., a domestic business corporation having an office and place of business at 75 LAFAYETTE AVENUE WHITE PLAINS, NY 10603, **Federal ID No. 13-1708373** (the "Contractor").

(hereinafter referred to as "the Contractor").

W I T N E S S E T H

WHEREAS, the School District desires to obtain Pump and motor installation and repair as needed. as per RFB-6725 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 Pump and motor installation and repair (the "Work") on an 'as needed' basis as more fully described in its proposal dated **1.24.2022**, 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 "**RFB 6725, "Service and Repair of Electric Motors & Pumps"**", due 1.28.2022, 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 Facilities, 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 **365** days. 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 **Twenty Two Thousand, One Hundred Twenty Five (\$22,125) 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 Contractor 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 Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the City, the Contractor 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 Contractor or third parties under the direction or control of the Contractor. In addition to the foregoing, the Contractor 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 Contractor agrees to enable the City's continued use of the deliverable, or to modify or replace it; and

(b) to the same extent Contractor 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 Contractor 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 City of Yonkers, Yonkers Public School District, and Yonkers Board of Education.

The Contractor 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

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 School Facilities Management
One Larkin Center, 3rd Floor
Yonkers, New York 10701
Attn: Executive Director

with copies to:

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

To the Contractor:

Contractor: A & C Furia Electrical Motors, Inc.
Address: 75 Lafayette Avenue
White Plains, NY 10603

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

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.

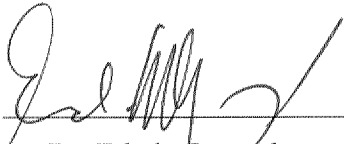
FORTIETH: This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

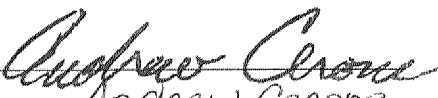
IN WITNESS WHEREOF: The Superintendent, or his/her authorized designee, on behalf of the City of Yonkers/YPS and the Contractor, have executed this agreement in duplicate for the purposes herein mentioned.

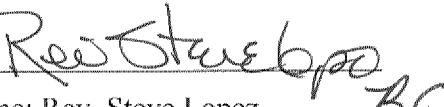
YONKERS PUBLIC SCHOOLS

A & C FURIA ELECTRIC MOTORS INC.,


Name of Contractor

By: 
Name: Dr. Edwin Quezada *BG*
Title: Superintendent of Schools
Date: 6-22-22

By: 
Name: Andrew Cerone
Title: President
Date: 5/16/2022

By: 
Name: Rev. Steve Lopez *BG*
Title: President, Board of Education
Date: 6/23/22

APPROVED AS TO FORM


Michelle Kempner
Yonkers Senior Associate Corporation Counsel

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:	<u>4.28.2022</u>
INITIATING DEPARTMENT:	<u>School Facilities Management</u>
PURCHASING CONTACT- BUYER:	<u>Mr. Francis Brown</u>

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Marc Salvati
(Officer other than officer signing contract)

certify that I am the Director of
the A+C FURIA ELECTRIC MOTORS, INC.
(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

Andrew Cerone
(Person executing contract)

who signed said contract on behalf of the A+C FURIA ELECTRIC MOTORS, INC.
(Name of Corporation)

was, at the time of execution President
(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]
(Signature)

CARLA M. SALVATI
Notary Public, State of New York
No. 01SA50666377
Qualified in Westchester County
Commission Expires 7/25/2022

STATE OF NY)
CITY OF Westchester) ss.:

On the 17th day of June in the year 2022 before me, the undersigned, a Notary Public
in and for said State, Marc Salvati 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
2 GREENWOOD DRIVE, PEACOCK NY 12508, 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.

[Signature]
Notary Public

SCHEDULE "A"
SCOPE OF SERVICES- RFB-6725

12-month contract, with option to renew for two 12-month periods to service and repair electric motors and pumps throughout the Yonkers Public School District

PART 1. PUMP REPAIRS

1.01 INTRODUCTION

This is the specification for the service and repair of electric motors and pumps for the Yonkers Public Schools (YPS) (List of Schools attached). The successful bidder (contractor) will be contracted to repair or replace as needed any and all of the pumps or electric motors owned by the YPS on a time and materials (T&M) basis. This will include but is not limited to existing vacuum, circulating, condensate and sump pumps and all associated electric motors, as well as electric motors for all air handlers, exhaust fans and miscellaneous motors.

Work will be done on a planned or scheduled basis in the contractor's shop as well as on the site of a pump or motor break down. The contractor shall be required to be able to pick up and return pumps and motors if so directed. All electrical work (disconnecting and reconnecting motors will be done by others).

Any reference to the City of Yonkers (COY) made in the documents shall include the Yonkers Public Schools (YPS).

1.02 QUALIFICATIONS

The successful bidder must be able to demonstrate to the satisfaction of the YPS that the contractor:

- i) Has been in business for more than 5 years.
- ii) Has the number and quality of trained, certified mechanics, vehicles and equipment to handle all aspects of the transportation, site and shop repair, overhaul or otherwise repair pumps and electric motors.

The contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation. Certification documentation shall be provided upon request.

1.03 ESTIMATES

The contractor shall make a "proposal to repair" with good faith estimates of the cost of the repair based on parts and labor at the rate as bid. All proposals in excess of **\$5,000** require the approval of the Executive Director of School Facilities. However, payment will be made by direct measure of hours worked and parts used or the amount proposed, whichever is less.

The YPS reserves the right to bid such work out under separate contract or have it done by the Contractor whichever is most beneficial to the YPS.

1.04 DISCOVERED DAMAGE

During the course of repair, should additional damage be discovered which could not have been determined,

and consequently not included in original estimate, then a revised estimate shall be submitted by the contractor via phone call or email to the representative for approval/authorization.

1.05 COMPLETION OF REPAIRS

The Contractor shall complete all repairs within five (5) business days after approval of work estimate and within 48 hours after approval in case of an emergency.

1.06 INSTALLATION, INSPECTION AND APPROVAL BY YPS

Upon work completion, an individual who has the knowledge/experience to discuss the work performed shall turn over the item to the YPS. This person will review and discuss the quality and completeness of repairs with the YPS. The repairs will be inspected at the time the item is delivered to the user department for workmanship, appearance, proper functioning and conformance to all other requirements of this specification. In the event deficiencies are detected, the item will be rejected and the contractor will make the necessary corrections and resubmit the item for re-inspection and acceptance. Payment will not be made until the corrective action is completed and the item(s) is/are re-inspected and accepted. When the work is accepted, the invoice/delivery ticket will be signed and dated by the authorized personnel.

1.07 PAYMENTS

PAYMENT SUBMISSION REQUIREMENTS

Payments will be made to the Contractor not more than once per month. All submission for payment must be in a form that is acceptable to the Yonkers Public Schools, and contain the following:

1. Letter of requisition on the Contractor's letterhead with original signature -containing:
 - a) Requisition Number
 - b) Contract Number
 - c) Amount of requisition
 - d) Amount paid to date, including current submission
 - e) Balance amount remaining in the contract
2. Back-up Work Tickets that show:
 - a) Date of work

- b) School Name (One ticket per school)
 - c) Time of arrival at site, time of departure
 - d) Custodian signature on work tickets
 - e) Name of each technician on site (Print and Sign)
 - f) Description of work performed
 - g) List of parts replaced
3. Itemized sheet showing the Bid Items and the quantity of each being requisitioned.
 4. Contractor to supply actual wholesale invoices for all parts supplied for and noted on the work ticket.
 5. Certified Payroll on forms recognized by the NYS Dept. of Labor. (PRC# 2019015807)

PART 2. SERVICE AND REPAIR CONTRACT SCHOOL REQUIREMENTS

2.01 SIGNS AND BARRIERS

When any of the building equipment is taken out of service for any reason by the Contractor, signs and/or barriers shall be placed indicating that work is being performed in designated areas.

2.02 TIME RESTRAINTS

The time on-site permitted to the Contractor will depend on the type of work to be performed under this contract and the operations of the schools.

2.03 EMERGENCY CALL-OUT RESPONSE

The Contractor must furnish 24 hour call-out contact numbers for a minimum of 3 responsible employees authorized to mobilize manpower and equipment in the event of an emergency.

2.04 SCHOOL RESTRICTIONS.

The successful bidder will be working in public schools and as such will be required to:

1. Every employee of the Contractor must sign in and out of each building with the head custodian for each service call.
2. Every employee of the Contractor must sign the AHERA Short Term-Worker Asbestos Log Book (see section on Asbestos containing material) with the head custodian upon entering the building for each service call.
3. 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.

4. Wear and display prominently a photo identification badge at all times.
5. Refrain from any and all fraternization or undue communication with students or teachers.
6. Take direction only from the Deputy Director of School Facilities and or his assigned agent.
7. Refrain from smoking anywhere on YPS grounds.
8. Store all construction material in a safe and secure manner.
9. Comply with OSHA regulations regarding personal protection equipment. (e.g., head ,eye and ear protection)

2.05 NOISE

Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

2.06 FUMES

The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.

2.07 OFF-GASSING

The Contractor shall be responsible to ensure that activities and materials which result in “off-gassing” of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.”

2.08 COMPLIANCE.

The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as prevailing wage, working conditions, insurance and safety factors in cases where installation of equipment is involved.

2.09 OR EQUALS

In all specifications, the words “or equal” are understood after each article giving manufacturer’s name of catalog reference. The decision of the YPS as to whether a substitution is in fact “equal” shall be final.

2.10 QUALITY

All work is to be done in a workman like manner per the manufacturer’s requirements and industry standards. The Contractor is required to obtain the necessary and applicable service manuals for all equipment covered by this contract.

2.11 SITE ACCESSIBILITY

Every reasonable effort will be made by the YPS to give the successful bidder access to the work. However, access to the sites may be limited due to school activities. The Contractor shall make no claims based on conflicts regarding accessibility.

2.12 NON-DISCRIMINATION

All requirements of Section 220-e of the Labor Law of the State of New York, regarding racial, religious or national discrimination including penalties are made part of this contract.

2.13 DAMAGE

The Contractor shall be responsible for any damage of any kind, sort or description to the building, walls, ceilings, floors, lighting, alarm devices, equipment and etc. occasioned by or through the activities of himself, his employees, his subContractors or their employees and he shall make same good immediately without extra expense to the Yonkers Public Schools. He shall also protect his work during the life of this contract and he shall be responsible for loss or damage that may occur to materials or equipment stored or used by him at the site. He shall not hold the Yonkers Public Schools responsible for any such loss or damage to his work or equipment.

2.14 SUBCONTRACTING

Under this contract, sub-contracting shall not be permitted without prior written approval by YPS. All proposed subContractors must be submitted to the YPS for approval to work on this project prior to them occupying the site.

2.15 MATERIALS / PARTS

Any and all materials supplied under this contract shall be new, first quality and supplied/manufactured by the system manufacturer or meet or exceed the manufacturer's specifications. Part quality must be demonstrated upon request by the YPS. Contractor is to provide a one-year written guarantee (effective the date of installation) and present receipts from parts suppliers for each part installed. YPS reserves the right to furnish parts and materials if it determines it to be in its best interest.

2.16 LIQUID WASTE

All waste fluids will become the property of the Contractor and removed from the site. Disposal of these materials is to be done per all current EPA, DEC, Westchester County and local regulations. Where these regulations require, a copy of the manifest of disposal will be submitted to the Supervisor.

2.17 GUARANTEE/WARRANTY

All labor shall be guaranteed for the period of one (1) year from the **date of acceptance**. Unless provided otherwise in the specifications, all parts offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the successful bidder and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.

2.18 MAINTENANCE OF THE WORK SITE

The successful bidder shall maintain the worksite in a professional manner. Only materials and equipment which are to be used directly in the performance of the successful bidder's work shall be brought to and/or stored on the premises of YPS. After equipment is no longer required for its work, the successful bidder shall promptly remove such equipment from the premises of YPS. The successful bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity. The successful bidder shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide

approved spark arresters on all steam engines, internal combustion engines and flues.

2.19 ASBESTOS CONTAINING MATERIALS

A. Contractor agrees not to use or permit the use of any asbestos containing material as defined in the Asbestos Hazard Emergency Response Action (AHERA) or New York State Industrial Code Rule 56 in or on any property belonging to the Yonkers Public Schools. For purposes of this paragraph, asbestos-containing material is defined as any material containing asbestos, whether or not such material is friable or non-friable, and without regard to the purpose for which such material is used.

B. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall review the Yonkers Public Schools Asbestos Hazard Emergency Response Action (AHERA) Triennial Reinspection Report (latest edition) and any other Inspection data available from the District to determine how to perform the work to avoid disturbing asbestos containing building materials.

C. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall sign in with the Short Term-Worker Asbestos Log Book maintained by the School's Head Custodian.

The AHERA report is located in the School administration office.

2.20 CLEAN UP

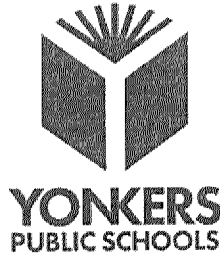
The successful bidder shall keep the premises and surrounding area free from accumulation of waste materials, rubbish produced by the Work shall become the property of the Contractor and immediately removed from the site. At the conclusion of the work, the successful bidder shall restore the premises to its original condition. This restoration shall include but not be limited to: cleaning the areas in which work was Performed; removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. Completion of unsatisfactory clean up may be done by YPS staff, the cost of which will be deducted from the Contractor's next payment.

2.21 CONTRACT TERM

One (1) year with provision to extend for 2 more years by mutual consent and under the same terms and conditions as described herein. The successful bidder (Contractor) must bid accordingly.

I. PREVAILING WAGE

A Prevailing Rate Case Number (**PRC# 2022000257**) has been assigned to the project.



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:

12 Month Contract to Service and Repair of Electric Motor and Pumps - YPS

BID NUMBER: RFB-6725
OPENING DATE: 1.28.2022
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. Rosemarie P. Linton
Ms. Sheila Greenwald	

Dr. Edwin Quezada
Superintendent of Schools

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: A+C Furia Electric Motors, Inc.
ADDRESS: 75 Lafayette Ave, White Plains, NY 10603
(P. O. Boxes are not acceptable)
CONTACT: Andrew Cerone TITLE President
PHONE NO. (914) 949-0585 FAX: (914) 949-8034
EMAIL: acfuria@acfuria.com
DATE: 1/24/2022

**DO NOT RETURN ENTIRE BID PACKAGE -
ONLY RETURN WHAT IS LISTED IN THE "INFORMATION FOR BIDDERS", PAGE 6**

SCHEDULE "B"- RFB-6725
BID SCHEDULE OF PRICES

ITEM	APPROX QUANTITIES	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	90 HOURS	Certified Pump and Electric Motor Mechanic Straight time FOR: <u>100.00</u> /100 DOLLARS PER HOUR.	100	00	9000.	00
2	15 HOURS	Certified Pump and Electric Motor Mechanic Emergency Call Out Time FOR: _____ /100 DOLLARS PER HOUR.	155	00	2325.	00
3	10 EACH	Pick up or delivery, inside City of Yonkers-Per Trip FOR: _____ /100 DOLLARS PER EACH.	0		0	
4	NEC	District Directed Repair - PARTS. Indicate your bid O&P markup in row b. This must be in percent. For instance if your mark-up is 10%, that is, you want to add 10% to the wholesale price, please enter " 10%" here, ROW b. a. Estimated Parts Required (Wholesale) = \$10,000.00 b. Proposed Mark-up = <u>8</u> % c. Amount of Mark-up on \$10,000. (a. x b.): <u>\$ 800.00</u> d. Total Amount for Parts: = a + c Write this product below, words & numerals. FOR: _____ /100 DOLLARS PER NEC.	10,800	00	10,800	00
		TOTAL AMOUNT BID (SUM OF ALL ITEMS 1 THROUGH 4) Written in words _____	255	00	22,125.	00

TOTAL BID - ITEMS 1 to 4, INCLUSIVE- RFB-6725

PLEASE PRINT

WRITTEN IN WORDS: Twenty two thousand one hundred & twenty five Dollars 00 Cents

WRITTEN IN FIGURES: 22,125.00

LEGAL NAME OF CONTRACTOR: A+C Furia Electric Motors, Inc.

ADDRESS: 75 Lafayette Avenue

White Plains, N.Y. 10603

PREPARED BY: Andrew Cerone

TITLE: President

TELEPHONE NO. : 914-949-0585

EMAIL: acfuria@acfuria.com

DATE: 1/24/2022

COMPLETE THIS FORM IN INK

BID NO.: RFB-6725

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

Item Award

Class Award

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 sum of:

TOTAL BID FOR ITEMS 1 TO 4, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: Twenty two thousand one hundred
twenty five Dollars 00 Cents

Written in Figures: \$ \$ 22, 125. 00

Discount for Prompt Payment: 5 % 15 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: _____

Contractor: A+C Furia Electric Motors, Inc.

Address of Bidder: 75 Lafayette Avenue
White Plains, NY 10603

Is this business a Certified Minority / Women Business Enterprise in New York State?
 Yes No

Prepared By: Andrew Carone

Title: President

Signature: _____ Telephone No.: 914-949-0585

Fax No.: 914-949-8034

E-Mail: acfuria@acfuria.com Date: 1/24/2022

BID AND BIDDER'S AFFIDAVIT

Bid No.: RFB-6725

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: 22,125.00
Twenty two thousand, one hundred twenty five Dollars, 00 Cents.
Printed in words
\$ 22,125.00
(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) A+C FURIA Electric Motors, Inc.
Address: 75 Lafayette Ave, White Plains NY 10603
By: Andrew Cerone Andrew Cerone President
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: 914-949-0585 Fax: 914-949-8034
Tax ID Number: 13-1708373 Date: 1/24/2022

The Bidder's authorized representative on this Project shall be Marc Salvati

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 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 _____)

_____) ss:
COUNTY OF _____)

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)



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-6725

OPENING DATE: 1.28.2022

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 A4C FURIA ELECTRIC
 EIN/SSN 13-1708373
 Dun & Bradstreet # _____
 "Doing Business As" Name(s), if any _____
 Business Address and date business located at this address 75 Lafayette Ave
White Plains, NY 10603
 Other business addresses, if any (satellite offices, plants, warehouses, branch offices headquarters, etc.) _____
 Mailing address, if different from above _____
 Telephone Number 914-949-0585
 Fax Number 914-949-8034
 E-Mail acfuria@acfuria.com
 Contact Person and Title MARC SCHWARTZ - Managing Partner
 Company website www.acfuria.com

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 1945
 b. Date business was incorporated 1985

5. Type of Organization (Please circle one)

- a. Business Corporation
 State/County in which incorporated New York - Westchester
 Name of individuals/entities incorporating business Andrew Carone
 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. Marc Salvati 917-656-2503

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.

Andrew Cerone
49 Edgewood Lane
Briarcliff Manor, NY 10510
914-949-0585
SS: 116-40-2871

13. Number of Employees 17

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.

Jurisdiction

Trade Category

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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, Andrew Cerone, being duly sworn, state that I am the

Print or Type Name of Bidder/Proposer Authorized Representative

President of AAC Electric Mfgs 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.

Andrew Cerone
Signature of Bidder/Proposer Authorized Representative

STATE OF NY

COUNTY OF Westchester ss:

On the 25th day of January, in the year 2020, before me personally came Andrew Cerone, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

CARLA M. SALVATI
Notary Public, State of New York
No. 01SA50666377
Qualified in Westchester County
Commission Expires 7/21/22

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

Carla M. Salvati
Notary Public

Place Notary Public Stamp Here:

MIKE SPANO
MAYOR



CITY HALL
40 S. BROADWAY
YONKERS, NY 10701

LIAM McLAUGHLIN
INSPECTOR GENERAL

Ph: 914-377-6107
Fax: 914-377-6990

INTERNAL BIDDER SCREENING REPORT

Bid #: 6732
Bid \$: 22,125.00
Company: A & C Furia Electric Motor, Inc.
Phone #: 914-949-0585

FINDINGS BY INSPECTOR GENERAL

No Findings Findings

Date: February 1, 2022

Signed: Leon P. Hart
Leon P. Hart

NOTE: The IG has reviewed the Vendor Background Questionnaire submitted by the above company and has conducted a due diligence investigation. The final determination to award this contract for the City of Yonkers, is to be made by the Department of Purchasing, the Board of Contract and Supply. The decision for the Board of Education shall be made by the administration and the Board of Education Trustees.

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

A+C FUBIA ELECTRIC MOTORS, INC.
Name of Contractor

By: _____
Name: Dr. Edwin Quezada
Title: Superintendent of Schools
Date: _____

By: Andrew Cerone Andrew Cerone
Name: Andrew Cerone
Title: President
Date: 1/24/2022

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:	_____
PURCHASING CONTACT- BUYER:	_____

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Marc Salvati
(Officer other than officer signing contract)

certify that I am the Managing Director of
(Title)
the ADC Furg Electric Motors Inc
(Name of Corporation)

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

Andrew Cecone
(Person executing contract)

who signed said contract on behalf of the ADC Furg Electric Motors Inc
(Name of Corporation)

was, at the time of execution President
(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.

Carla M. Salvati
(Signature)

CARLA M. SALVATI
Notary Public, State of New York
No. 01SA50666377
Qualified in Westchester County
Commission Expires 7/25/22

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

On the 25 day of January in the year 2022 before me, the undersigned, a
Notary Public in and for said State, New York 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 10 Anderson Avenue, Sleepy Hollow NY,
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.

Carla M. Salvati
Notary Public

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASZ International, Inc. PO Box 21 White Plains NY 10605	CONTACT NAME: Marc Zettl	PHONE (A/C, No, Ext): 800.694.0279	FAX (A/C, No): 800.926.9279
	E-MAIL ADDRESS: COI@aszinternational.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : ERIE INS CO			26263
INSURER B : STATE INS FUND			36102
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	Y	Q37-5150691	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp <input checked="" type="checkbox"/> Coll	Y	Y	Q01-5130768	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coll Deductible	\$ 1,000 - ACV
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	Q25-5170464	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 3,000,000
	AGGREGATE						\$ 3,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	W 1406156-8	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See ACORD 101

CERTIFICATE HOLDER

City of Yonkers/Yonkers Public Schools/Board of Education

Yonkers Public Schools
40 South Broadway
Yonkers NY 10701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY ASZ International, Inc.		NAMED INSURED A&C/Furia Electric Motor, Inc.	
POLICY NUMBER W 1406156-8, Q01-5130768, Q25-5170464, Q37-5150691			
CARRIER NYSIF	NAIC CODE 36102, 2626	36220, 2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

Policies shown are subject to terms, conditions, exclusions, sub-limits and deductibles not listed on this certificate. We recommend that requests for policy copies be directed to the Named Insured show above.
RE: Contract # 2022-00000796

City of Yonkers/ Yonkers Public Schools/ Board of Education are included as an additional insured as it pertains to claims arising out of the negligence of the named insured as required by written contract or agreement. Waiver of subrogation applies in favor of additional insured(s).

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 131708373
ASZ INTERNATIONAL INC
PO BOX 21
WHITE PLAINS NY 10605



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER A&C FURIA ELECTRIC MOTORS INC 75 LAFAYETTE AVENUE WHITE PLAINS NY 10603		CERTIFICATE HOLDER CITY OF YONKERS/YONKERS PUBLIC SCHOOLS/BOARD OF EDUCATION 40 SOUTH BROADWAY YONKERS NY 10701	
POLICY NUMBER W1406 156-8	CERTIFICATE NUMBER 904509	POLICY PERIOD 10/01/2021 TO 10/01/2022	DATE 5/16/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1406 156-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 392477161



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
A & C FURIA ELECTRIC MOTORS INC
75 LAFAYETTE AVE
WHITE PLAINS, NY 10603

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured
(914) 949-0585

1c. Federal Employer Identification Number of Insured or Social Security Number
131708373

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
CITY OF YONKERS/YONKERS PUBLIC SCHOOLS/BOARD OF EDUCATION
40 SOUTH BROADWAY
YONKERS, NY 10701

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)
3b. Policy Number of Entity Listed in Box "1a"
DBL 1124 43 - 8
3c. Policy effective period
07/01/2021 to 07/01/2023

- 4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits
[] B. Disability benefits only
[] C. Paid family leave benefits only

- 5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/19/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

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)

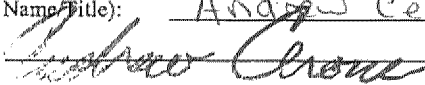
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No
 Yes (as a MBE)
 Yes (as a WBE)

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: ADC Faria Electric Motors Inc
Address: 75 La Fayette Avenue
N. White Plains, NY 10603
Completed By (Print Name/Title): Andrew Cerone President
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:

_____ AJ C Fung Electric Motors Inc
(Legal Name of Person, Firm or Corporation)
By: _____ [Signature]
(Signature of Authorized Representative)
_____ President
(Title)
Dated: _____ 1/25/2022

SWORN to before me this 25th day
of January, 2022
Carla M. Salvati
Notary Public

CARLA M. SALVATI
Notary Public, State of New York
No. 01SA50666377
Qualified in Westchester County
Commission Expires 7/26/22

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, Andrew Cerone, being duly sworn, deposes and says that he/she is the President of the NJC Fire Electric Materials, Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 25th day
of January, 2024
Carla M. Salvati
Notary Public

CARLA M. SALVATI
Notary Public, State of New York
No. 01SA50666377
Qualified in Westchester County
Commission Expires 7/26/2025

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: ABC Folic Electric Motors Inc
(print full legal name)

Date Signed: 1/25/2022

Signature: Andrew Cron

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

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

SWORN to before me this 25th day
of January, 2022
Carla M. Salvati
Notary Public

CARLA M. SALVATI
Notary Public, State of New York
No. 01SA50666377
Qualified in Westchester County
Commission Expires 7/26/2022