



**REQUEST FOR QUOTATION - ON-CALL HVAC RESTORATION**

09/03/2020

**Bid No: RFQ-6536A**

**TO: Prospective Bidders**

**18 PAGES(S)**

**PLACE OF PERFORMANCE: District Wide, Yonkers, NY**

All price quotes must be firm, i.e., no price adjustments are allowed. All quotes are deemed F.O.B. Destination. **QUOTED PRICES SHALL INCLUDE ALL COSTS INCIDENTAL TO PROVIDING THE GOODS OR SERVICES SPECIFIED, INCLUDING FREIGHT, PACKAGING, MATERIALS, LABOR, FEES, OVERHEAD, AND PROFIT.** This is a class award. Payment terms are Net 30 Days, unless a discount is offered for prompt payment. NOTE: The New York State Tax Law exempts the City of Yonkers from the payment of sales and use taxes on all purchases – tax exemption numbers are not issued to governmental entities. The Tax Law states that vendors are not required to collect tax when they are presented with the City’s official Purchase Order or Contract document.

Estimated Start of Work	Quote Not Later Than	F. O. B.
<b>ASAP</b>	<b>Tuesday SEPTEMBER 8, 2020 at 12 PM</b>	<b>DESTINATION</b>

**NOTICE TO CONTRACTOR:**

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. The PRC case number is # 2020007851.

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

Complete NYSDOL requirements can be viewed at <https://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm>

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

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

**Plumbing and Electrical Contractors**

All Plumbing and Electrical Contractors engaged on this project must be licensed by Westchester County (914-995-2000). Licensing information can be obtained at: <http://consumer.westchestergov.com/trades/plumbers-and-electricians>

**NYSDOL Requirements for OSHA 10 Compliance**

If the resultant contract is \$250,000 or more, the Contractor must certify that every worker employed for this project has completed an OSHA 10 safety training course prior to performing any work on the project. Valid proof of completion of the OSHA 10 training course includes copies of bona fide course completion card and training roster, attendance record, or other documentation from the certified trainer. Simply attesting that all employees have completed the course is not sufficient proof of completion.

**PROJECT DESCRIPTION: ON-CALL HVAC RESTORATION**

**RETURN QUOTATION VIA EMAIL TO:**

John P. Carr, Executive Direct of School Facilities Management: [jcarr@yonkerspublicschools.org](mailto:jcarr@yonkerspublicschools.org) 914-376-8008

**REQUEST FOR INFORMATION:** All questions regarding the contents of this bid must be submitted in writing to Tom Collich via email. Answers to all inquiries will be given to all prospective contractors in the form of a formal addendum to the solicitation and shall be annexed to and become part of the ensuing contract. There will be no Pre-Bid Meeting.

The City/ School District intends to award this solicitation to the two lowest, responsible contractors.

**SCOPE OF WORK:**

A. See Schedule "A", Scope of Work - ON-CALL HVAC RESTORATION for information, specifications and conditions.

**SCHEDULE:**

This is on-call work assigned as necessary however, it is expected that batches of HVAC equipment and/or schools will be assigned at a time. Material orders and work shall begin immediately after receipt of Notice to Proceed by the District. Notice to Proceed is anticipated by early August 2020.

**SUBMITTALS:**

Prior to start of work provide the following:

- NYSDOL and Building Occupant Notifications;
- Workers certifications and medical records;
- Identification of waste disposal location;
- Identification of Supervisor and certifications;
- Company Asbestos license.

After Completion of Work provide the following:

- Workers certifications for individuals not originally provided;
- Signed waste disposal location form landfill;
- Project daily log;
- Completed Work Area Entry Logs.

**REGULATIONS:**

All work shall be completed in compliance with the applicable standard of the Commissioner of Education, New York state Department of Labor Part 56 of title 12, and the United States Environmental Protection Agency Asbestos Hazard Emergency Response Ace.

**SUBMISSION REQUIREMENT:**

Return this complete package with all Schedules signed and notarized where applicable.

**QUOTATION:** *(To be entered by Contractor)* The undersigned CONTRACTOR, with a complete understanding of the aforementioned requirements, specifications, and the existing conditions at the Work Site (if required), and having inspected the Work Site (if required) and having become familiar with all conditions likely to be encountered affecting the cost and scheduling of the work, and having a complete understanding of the work specifications and insurance requirements hereby offers the amount set forth below as total compensation for all costs and expenses of completing the work in accordance with the terms, conditions and specifications presented herein, including, but not limited to all labor, materials, tools, equipment, overhead, fees and profit.

**FROM SCHEDULE "B" BID SCHEDULE OF PRICES, TOTAL BID - ITEMS 1.0 to 13.0, INCLUSIVE:**

Price in Figures: \$ \$113,140.00

Price in Words: \$ One Hundred Thirteen Thousand One Hundred Forty Dollars

Availability to Start Work One Week from award

CONTRACTOR Date: 9/8/20 Telephone No: 718-784-1300 Cell No: 347-234-3988

Legal Name of Company Power Cooling, Inc. Federal ID # 11-2485610

Address 4343 Vernon Blvd, LIC NY 11101

Name of person quoting (please print) Robert Poulton Title Account Executive

Signature Robert Poulton E-Mail rpoulton@powercooling.com

## 1.0 GENERAL

The purpose of this bid is to quickly procure HVAC services required for the restoration and replacement of school building HVAC systems in light of NYSED health guidance to inhibit the spread of the corona virus.

The Yonkers Public Schools (YPS) consists of 39 schools in 46 buildings with a total floor space of approximately 3.9 million square feet. The average building age is 80 years. They are located throughout the City of Yonkers.

It is District's intent to contract with more than one firm. Services will be requested and conducted on a as needed basis as determined by the Yonkers Public Schools (YPS) representative and or engineering consultant firm. The type and value of service will vary.

The goal is to restore or replace broken or abandoned HVAC systems and to restore ventilation equipment as designed. HVAC systems equipment may include but not be limited to Air Handling Units, Heating Ventilating Units, Roof Top Units, Fan Coils, Unit Ventilators, and fans (supply, return & exhaust). The contractor may be required to sub-contract controls and electrical contractors to aid in related HVAC work.

Restorations of HVAC systems may include but not be limited to:

- Inventory of equipment: manufacturer, model, motor size, belt size & quantity, filter size & quantity and type of controls.
- Inspect and clean refrigeration section area inside and outside of all accumulations of leaves, paper and debris.
- Clean condenser coils of all debris. Power wash evaporator coil.
- Clean hot and chilled water coils and repair ruptured coils and or replace.
- Check all electrical connections for security and signs of chaffing or wear. Tighten connections.
- Check line and control voltage circuits.
- Check for water leaks into the units – onto electrical panels especially.
- Check compressor mounting nuts to see that compressor floats free on its mounting springs.
- Check for oil leaks around bearings, gaskets, etc.
- Check for proper refrigerant charge, pressure and leaks.
- Check operation of all motors, belts, and blowers.
- Lubricate bearings for motors, fans and blowers.
- Replace worn shafts for fans and blowers
- Furnish and install new belts on fans, blowers and motors.
- Replace filters.
- Check condensate drain pan and clear blockages, if any.
- Adjust, lubricate, calibrate and confirm operation of damper motors and linkages.
- Check gasketing around panels to prevent interzone leakage.
- Check operation of all controls and protective devices. Contractor is to replace all defective bulbs, belts, pulleys and other wear and tear parts as required.
- Furnish and install proper refrigerant to required pressure.
- Check all casing panels for tightness. Secure as required.
- Check equipment controls and sequence of operation (pneumatic, DDC or manual).
- Clean debris from louvers.
- Replace broken louvers.

- Perform certified testing & balancing for checking unit airflow.
- Submit report of all findings in a checklist format to designated BOE personal.

The YPS intends to first direct the contractor to inspect, diagnose and perform minor work to designated HVAC equipment. Minor work is considered to be work that can be performed on the same day the contractor is performing the inspection and diagnostics. Major work is classified as work requiring additional services days and ordering of major parts and or replacement of equipment. The contractor shall provide a report for all work, along with breakdown of time and materials spent on the task. Where major work is required the contractor shall report the major work item required and provide a proposal based on the estimated time and materials required to restore the HVAC equipment. The contractor shall not proceed with major work until directed to do so by the YPS representative.

## **2.0 INTENTIONALLY OMITTED**

### **3.0 THE WORK**

The work shall consist of all HVAC, Testing & Balancing, Controls & Electrical: labor, materials, supplies, transportation and equipment necessary to restore HVAC equipment. This work is to be done on a time and material basis. Time is measured inside the building. There is no compensation or payment for travel to or from Yonkers or any points of work. Compensation for phone calls, emails, and office administration shall be included in the hour rates for time spent inside the building. Upon approval by the YPS representative scheduled conference calls, video conferences and coordination meetings on site will be compensated based on the proposed hourly rates for various titles.

Hours worked to be verified by the District. Contractor shall obtain sign-off by YPS school custodian and or School Facilities Management representative at beginning of work shift and end of work shift.

The Contractor shall complete all repairs on a timely and concise schedule.

### **4.0 PERMITTED HOURS OF OPERATION**

#### **a. When School is in Session:**

Depending on the nature of the work at hand, the contractor will have limited access to certain school spaces as directed by the District while school is in session. (Classrooms and other normally occupied spaces may not be available.) The hours on days that school is in Session are generally from 7:30 am to 3:30 pm Monday through Friday as shown on the official school calendar on the District's website: [www.yonkerspublicschools.org](http://www.yonkerspublicschools.org).

Work while school is in session will be permitted by the District under specific pre-arranged conditions when desirable to the District. The buildings are available for work in any space on days that school is in session from 3:30 p.m. to 11:00 p.m.

#### **b. When School is not in Session:**

When school is not in session, work may be done weekdays between 8:00 am and 4:00 pm provided that the District Offices are not on Holiday. Work beyond 4:00 pm, on weekends or on District holidays is permitted but must be scheduled with the District

**5.0 CONTRACT DURATION.** This is a one year (365 calendar day) on-call maintenance, service and repair contract.

**6.0 CONTRACT PERIOD.** The Contract Period and work will commence upon issuance of a Notice to Proceed by School Facilities. The contract commencement and completion dates will be established by the Notice to Proceed.

**7.0 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. In such an event, the contractor must respond and capably man the site in question within two (2) hours after being called out by the YPS during normal work hours and four (4) hours at all other times.

**8.0 PAYMENTS.** 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 District 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) Amount remaining in the contract
2. Back-up Work Tickets that show:
  - a) Date of work
  - b) School Name (One ticket per school per day)
  - c) Time of arrival at site, time of leaving signed by custodian
  - d) Name of each technician on site (Print and Sign)
  - e) Description of work preformed
  - f) List of parts replaced
3. Tabulation Sheet showing the Bid Items and the quantity of each being requisitioned.
4. Vendors/Suppliers actual invoices with the price paid of all parts claimed for each back-up work ticket (tax charges will not be compensated).
5. Certified Payroll on forms recognized by the NYS Dept. of Labor.

The District will not make corrections of any kind to payment applications.

**9.0 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 A-40) 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 supervisor of Buildings and Grounds or his agent.

7. Refrain from smoking anywhere on YPS grounds.
8. Store all construction material in a safe and secure manner.
9. Of course, no alcohol, illegal drugs or tobacco.

**10.0 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.

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

**12.0 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."

**13.0 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.

**14.0 QUALITY.** All work is to be done in a workman like manner per the manufacturer's requirements. The contractor is required to obtain the necessary and applicable service manuals for all equipment covered by this contract.

The repairs will be inspected at the time the work is completed and the contractor has informed the Engineer. The engineer will then "work" the fixture and either accept or reject it.

No work will be paid for unless it has been so accepted by the engineer after being checked for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification.

In the event deficiencies are detected, remedial work shall be done immediately and before the contractor moves to another location. There will be no payment for work required to correct noted deficiencies in the original work.

#### **15.0 SITE ACCESSIBILITY/STAGING**

Contractor may be permitted to stage in a space in a particular school at the discretion of the Engineer. Otherwise the contractor should plan to stage from his vehicles and to mobilize and breakdown at each school on a daily basis. 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.

**16.0 DAMAGE.** The contractor shall be responsible for any damage of any kind, sort or description to the building, walls, ceilings, floors, lighting, detectors, 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.

**17.0 SUBCONTRACTING.** Under this contract, sub-contracting more than 75% percentage work specified 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. The YPS reserves the right to preview and approve all contracts between the prime and their subcontractors.

**18.0 PARTS & MATERIALS.** Parts & materials shall be new unless parts are unavailable. Use of used parts shall be approved by the YPS representative before ordering and installation. Contractor is required to present receipts showing manufacturer's WHOLESALÉ prices from parts suppliers for each part installed. YPS reserves the right to furnish parts and materials if it deems it to be in its best interest. Used parts and new parts packaging will be stored as directed for inventory and payment purposes.

**19.0 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.

**20.0 GUARANTEE/WARRANTY.** All labor shall be guaranteed for the period of one (1) year from the date of acceptance of the work by the District. 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 acceptance of the work by the District 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.

Date of acceptance of the work by the District shall be the date that the work has been tested, commissioned and accepted by the YPS representative and or consulting engineer.

**21.0 MAINTENANCE OF THE WORK SITE.** The successful bidder shall not unreasonably encumber the site with materials or equipment during the performance of its work. 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.

**22.0 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 forces, the cost of which will deduct from the contractor's next payment.

**23.0 ASBESTOS CONTAINING MATERIALS.** There are asbestos containing building materials found on almost all of the buildings in the Yonkers Public Schools.

- 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 Re-inspection 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. Each and every employee of the contractor (no exceptions) entering a District building with intent to perform any work under this contract is required sign the "Short Term-Worker Asbestos Log Book" maintained by the School's Head Custodian.

**24.0 QUALIFIED PERSONNEL.** Only personnel and/or technicians demonstrated by the contractor to the satisfaction of the District that they are trained and capable are permitted to work on District property under this contract. This demonstration will include the submission of resumes, certificates, etc and actual interviews with candidate personnel. The district retains the right to deny access to its property any personnel it deems to be counterproductive or disruptive.

**25.0 OSHA 10 Hour certification** must be supplied for all employees of the contractor working on this site.



**SCHEDULE "B" BID SCHEDULE OF PRICES  
YONKERS PUBLIC SCHOOLS FACILITIES MANAGEMENT  
ON-CALL HVAC RESTORATION**

ITEM	APPROX. EST. QUANTITY	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1.0	80	HVAC, Foreman, Straight Time, per hour One Hundred Forty Dollars \$140.00 each HOUR	\$140	00	\$11,200	00
2.0	200	HVAC, Journeyman, Straight per hour One Hundred Twenty Six Dollars \$126.00 each HOUR	\$126	00	\$25,200	00
3.0	200	HVAC, Apprentice, Straight Time, per hour One Hundred Dollars \$100.00 each HOUR	\$100	00	\$20,000	00
4.0	10	HVAC, Foreman, Overtime, per hour Two Hundred Ten Dollars \$210.00 each HOUR	\$210	00	\$2,100	00
5.0	10	HVAC, Journeyman, Overtime, per hour One Hundred Eighty Nine Dollars \$189.00 each HOUR	\$189	00	\$1,890	00
6.0	10	HVAC, Apprentice, Overtime, per hour One Hundred Fifty Dollars \$150.00 each HOUR	\$150	00	\$1,500	00
7.0	40	Controls Technician, Straight Time, per hour Two Hundred Dollars \$200.00 each HOUR	\$200	00	\$8,000	00

ITEM	APPROX. EST. QUANTITY	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
8.0	10	<b>Controls Technician, Overtime, per hour</b> Three Hundred Dollars _____ \$300.00 _____ each HOUR	\$300	00	\$3,000	00
9.0	40	<b>Electrical Technician, Straight Time, per hour</b> N/A _____ _____ each HOUR				
10.0	10	<b>Electrical Technician, Overtime, per hour</b> N/A _____ _____ each HOUR				
11.0	40	<b>Certified Testing &amp; Balancing Technician, Straight Time per hour</b> N/A _____ _____ each HOUR				
12.0	10	<b>Certified Testing &amp; Balancing, Technician, Overtime per hour</b> N/A _____ _____ each HOUR				
13.0	1	<b>Parts (District directed work). There is no obligation on the District to spend the entire sum. Indicate your BID O&amp;P markup in row b. This must be in percent. For instance, if your markup is X%, that is, you want to add X% to the wholesale price, please enter "X%" here, Row b.)</b>  a. Estimated Parts Required (Wholesale) = <b>\$35,000</b> b. Proposed Markup = <u>15%</u> % c. Amount of Markup on \$35,000 (a x b) \$ <u>5,250.00</u> d. Total = a.+ c. Write in this product below and to the right: \$ <u>40,250.00</u>			\$40,250	00

**TOTAL BID - ITEMS 1.0 to 13.0, INCLUSIVE:**

PLEASE PRINT

WRITTEN IN WORDS: One Hundred Thirteen Thousand Dollars One Hundred Forty Cents

WRITTEN IN FIGURES: \$113,140.00

LEGAL NAME OF CONTRACTOR: Power Cooling, Inc

ADDRESS: 4343 Vernon Blvd, LIC NY 11101

PREPARED BY: Robert Poulton

TITLE: Account Executive

TELEPHONE NO.: 718-789-1300

EMAIL: rpoulton@powercooling.com

DATE: 9/8/20

**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.l) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.

- iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

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

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

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:
- (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.
- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

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

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

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

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

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

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

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

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

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

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

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

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

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: \_\_\_\_\_
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: \_\_\_\_\_
5. Are you certified with the Federal Government as a small disadvantaged business concern?  
 Yes  
 No

6. Name of Firm/Business Enterprise: Power Cooling, Inc.  
Address: 4343 Vernon Blvd, LIC NY 11101

Completed By (Print Name/Title): Robert Poulton Account Executive

Signature: Robert Poulton

## 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:

Power Cooling, Inc.  
*(Legal Name of Person, Firm or Corporation)*

By: Robert Poulton  
*(Signature of Authorized Representative)*

Account Executive  
*(Title)*

Dated: 9/8/20

SWORN to before me this 8<sup>th</sup> day  
of September, 2020

Jan Key  
Notary Public

SHANDRA ROSALES  
Notary Public, State of New York  
No. 01RO6002015  
Qualified in Queens County  
Commission Expires Feb. 2, 2022



**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, Robert Poulton, being duly sworn, deposes and says that he/she is the Account Executive of the Power Cooling, Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

*Robert Poulton*  
\_\_\_\_\_  
SIGNED

SWORN to before me this 8<sup>th</sup> day  
of September, 2020  
*Shandra Rosales*  
\_\_\_\_\_  
Notary Public

SHANDRA ROSALES  
Notary Public, State of New York  
No. 01RO6002015  
Qualified in Queens County  
Commission Expires Feb. 2, 2022

**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: Power Cooling, Inc.  
(print full legal name)

Date Signed: 9/8/20 Signature: Robert Poulton

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

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

SWORN to before me this 8th day  
of September, 2020

[Signature]  
Notary Public

SHANDRA ROSALES  
Notary Public, State of New York  
No. 01RO6002015  
Qualified in Queens County  
Commission Expires Feb. 2, 2022