

BUREAU OF PURCHASING- CITY OF YONKERS & YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER, YONKERS, NY 10701

REQUEST FOR QUOTATION - ON-CALL HVAC RESTORATION

YONKERS
PUBLIC SCHOOLS

9/16/2020

Bid No: RFQ-6266A

TO: Prospective Bidders

20 PAGE(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
ASAP	Wednesday 9/16/2020 – 2:00PM	DESTINATION

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 # PRC# 202009568.

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/PWCcontents.shtml>

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 ELECTRICAL WORK

RETURN QUOTATION VIA EMAIL TO: Debra Censi Purchasing Department – debra.censi@yonkersny.gov

REQUEST FOR INFORMATION: All questions regarding the contents of this bid must be submitted in writing to Debra Censi 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 lowest, responsible contractors.

SCOPE OF WORK:

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

SCHEDULE:

This is on-call work assigned as necessary. Material orders and work shall begin immediately after receipt of Notice to Proceed by the District.

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 Act.

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 to 5, INCLUSIVE:

Price in Figures \$ 136,912.50
Price in Words: \$ One Hundred Thirty Six Thousand Nine Hundred Twelve Dollars and Fifty Cents

Availability to Start Work ASAP

CONTRACTOR Date: 9/16/2020 Telephone No: 914-941-2244 Cell No: _____

Legal Name of Company Naber Electric Corp. Federal ID # 13-3361340

Address 1025 Saw Mill River Road, Yonkers, NY 10710

Name of person quoting (please print) Awni I. Naber Title: President

Signature  E-mail: AJN@naberelectric.com

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.

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

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

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.

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

**SCHEDULE "A" SCOPE OF SERVICES
YONKERS SCHOOL DISTRICT ON-CALL ELECTRICAL REPAIRS SERVICES**

PART 1. ELECTRICAL REPAIRS– (LABOR AND PARTS)

1.1 DESCRIPTION

This is an annual building electrical system repair contract. The Contractor will be required to provide the labor and materials necessary to perform electrical repair work by licensed electricians as directed by the District. This work is to be performed on equipment located in all 41 buildings throughout the Yonkers Public School (YPS) (District) (See attached list).

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

1.2 QUALIFICATIONS

The Contractor is required to have all applicable insurances, certifications, and licensing as required by Westchester County.

In addition to those requirements listed elsewhere, the Contractor must demonstrate a minimum of ten (10) years of experience in installation of all aspects of electrical systems in school districts with 10 or more buildings in multiple locations and submit five (5) references from school districts and/or other similar sized clients to that affect.

1.3 CONSTRUCTION DETAILS

The Contractor shall perform all repairs under the direction of the Deputy Director of School Facilities and or his assigned agent. Work that the successful bidder will be required to perform is to include but not limited to the following:

1. Furnish and install electrical circuits
2. Replace electrical apparatus
3. Upgrade electrical systems
4. Installation of interior and exterior lighting

In addition to enacting actual repairs, other services that may be required under this section would include but not be limited to electrical troubleshooting, upgrade cost estimates, and condition reports.

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.

Contractor shall have an adequate number of fully trained and experienced electricians and associated labor in his employ for servicing 41 buildings seven (7) days, twenty-four (24) hours, three hundred sixty five (365) day a year basis. It is anticipated that there will be times when the Contractor will be required to supply up to three (3) two (2) man crews simultaneously.

1.4 METHOD OF MEASUREMENT FOR PAYMENT

The Contractor will be paid the unit price bid for each hour of labor employed in the repair of electrical systems. A portion of the work will be outside normal working hours and/or on an emergency basis. The bidder will submit prices for labor based upon specified times of the day that the work may be required. Transportation time is not to be included for payment. The Contractor is to bid accordingly. Prevailing wage rates will apply.

Parts will be paid under a separate pay item and at the wholesale price listed on the vendor's invoice, with a mark-up factor bid by the Contractor.

1.5 BASIS OF PAYMENT

The Contractor shall be paid the actual hours worked and the actual wholesale cost of parts plus the mark up as bid. The cost for all transportation and equipment incidental to the work is to be included in the amounts bid. There is no payment for travel time or for required tools and equipment.

Payment is to be made under:

ITEM	DESCRIPTION	UNIT
1	Electrical Repair Services – ELECTRICIAN STAIGHT TIME	hours
2	Electrical Repair Services – ELECTRICIAN - OVERTIME	hours
3	Electrical Repair Services – ELECTRICIAN HELPER STAIGHT TIME	hours
4	Electrical Repair Services – ELECTRICIAN HELPER - OVERTIME	hours
5	Electrical Repair Services - PARTS	nec.

NYS PREVAILING WAGE CASE NUMBER: PRC# 2020009568

PART 2. MAINTENANCE CONTRACT SCHOOL REQUIREMENTS

2.1 QUARTERLY MEETINGS WITH THE DISTRICT

Quarterly meetings will be required at the discretion of the Yonkers Public School (District) for the purpose of providing, reviewing, and discussing invoices, major repairs, and any outstanding issues.

2.2 SIGNS AND BARRIERS

When any of the bulding 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.

2.3 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.

2.4 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.

2.5 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)

2.6 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.

2.7 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.

2.8 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.”

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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. The YPS reserves the right to preview and approve all contract between the prime and their subContractors.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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.

BUILDING NAME, ADDRESS			FLOOR SPACE		AGE
FORMAL NAME	AKA:	ADDRESS	MAIN BLDG	OUT BLDG	BUILT
Eugenio Maria de Hostos Microsociety School	Hostos	75 Morris Street 10705	72,000		1991
School 5	PS5	118 Lockwood Ave. 10701	68,000		1884
Patricia A. DiChiaro School - School 8	PS8	373 Bronxville Rd. 10708	52,270	2,230	1894
School 9	PS9	53 Fairview Street 10701	50,100		1894
VIVE School 10	PS10	60 Hawthorne Ave. 10701	51,820		1972
Yonkers Montessori Academy School 11 Wing	SCHOOL 11	99 Wakefield Avenue 10704	45,435		1925
School 13	PS13	195 McLean Ave. 10705	76,345		1920
Rosemarie Ann Siragusa School 14	PS14	60 Crescent Place 10704	48,785	5,026	1902
School 16	PS16	759 North Broadway	42,200		1902
School 16 ANNEX	Christ the King	750 North Broadway	19,000		1963
Montessori School 17	PS17	745 Midland Ave. 10705	43,770	5,026	1903
Scholastic Academy for Academic Excellence	PS18	77 Park Hill Ave. 10701	92,130		1904
School 21	PS21	100 Lee Avenue 10701	48,895		1914
School 22	PS22	1408 Nepperhan Ave 10701	44,820	4,089	1914
School 23	PS23	56 Van Cortlandt Pk. Ave. 0701	74,410		1918
Paideia School 24	PS24	50 Colin St. 10701	39,125		1930
Museum School 25	PS25	579 Warburton Avenue 10701	47,830		1930
Casimir Pulaski School 26	PS26	150 Kings Cross 10707	52,825		1936
Montessori School 27	PS27	132 Valentine Lane 10705	50,175		1960
Kahlil Gibran School 28	PS28	18 Rosedale Road 10701	44,670	2,230	1951
Westchester Hills School 29	PS29	47 Croydon Rd. 10710	86,500		1951/2001
School 30	PS30	30 Nevada Pl. 10708	43,705	2,230	1952
Montessori School 31	PS31	7 Ravenswood Rd. 10710	36,380		1953
Family School 32	PS32	1 Montclair Pl. 10710	53,690		1958
Robert C. Dodson School	Dodson	105 Avondale Rd. 10710	118,150		1959
Cross Hill Academy	Emerson	160 Bolmer Ave. 10703	157,950		1963
PEARLS Hawthorne School	PEARLS	348 Hawthorne Ave	140,440		1925
Riverside High School	Riverside	565 Warburton Ave. 10701	125,880		1992
Yonkers Montessori Academy Main Wing	Mark Twain	160 Woodlawn Ave. 10704	185,680		1971
Roosevelt High School	Early College	631 Tuckahoe Road	203,450		1926
Lincoln High School	LINCOLN	375 Kneeland Ave. 10704	252,410		1951
Gorton High School	Gorton	100 Shonnard Pl. 10703	165,870		1923
Enrico Fermi School	FERMI	27 Poplar Street, 10701	116,800		1927
Saunders Trades & Technical High School	SAUNDERS	183 Palmer Rd. 10701	226,530		1969
Yonkers Middle/High School	YMHS	150 Rockland Ave 10705	272,000		1975
M.L. King Jr. High Magnet School	KING	115 Locust Hill Ave. 10701	65,650	5,026	1968
William Boyce Thompson	FOXFIRE	1061 N. Broadway 10701	86,000		1955
Palisades Preparatory Academy	Commerce	201 Palisade Ave, 10703	140,000		1930/2000

Paideia School 15	PS15	175 Westchester Ave. 10707	75,000		1998
Cedar Place School	CEDAR PL	20 Cedar Place 10705	78,000		2000
Cornell Academy	CORNELL	15 St. Mary's Street, 10701	31,000		1959
Cornell Academy Gym	CORNELL GYM	15 St. Mary's Street, 10701	5,000		1884
CENTRAL OFFICE	ADMIN	One Larkin Center, 10701	110,000		2002
WAREHOUSE	FOOD SERVICES	201 Saw Mill River Road, 10701	25,000		1950
Lincoln Maintenance Garage	MAINTENANCE	375 Kneeland Ave. 10704	500		1951
Boyce Thompson Town House A&B	TOWN HOUSE	1061 N. Broadway 10701	8,000		1955
TOTALS			3,874,190	25,857	

SCHEDULE "B"
 BID SCHEDULE OF PRICES

ITEM	APPROXIMATE QUANTITIES	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	350	HRS: Electrical Repairs Services – Electrician Straight Time For <u>FIFTY FOUR THOUSAND</u> And <u>FOUR HUNDRED TWENTY FIVE</u> /100 Dollars per hour			54425	00
2	150	HRS: Electrical Repairs Services – Electrician Overtime For <u>THIRTY FOUR THOUSAND</u> And <u>NINE HUNDRED EIGHTY SEVEN</u> /100 Dollars per hour			34987	50
3	75	HRS: Electrical Repairs Services – Electrician Helper Straight Time For <u>NINE THOUSAND 3</u> And <u>THREE HUNDRED SEVENTY FIVE</u> /100 Dollars per hour			9375	00
4	25	HRS: Electrical Repairs Services – Electrician Helper Overtime For <u>FOUR THOUSAND</u> And <u>SIX HUNDRED TWENTY FIVE</u> /100 Dollars per hour			4625	00
5	L.S.	Repair of -Electrical - Parts (Strictly directed work. There is no obligation on the District to spend any or all of this sum. Indicate your bid O & P markup in row B. This must be a 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) A. Estimated Parts Required (Wholesale) = \$25,000 B. Proposed Mark up = <u>10/5</u> % C. (AxB) = <u>3875</u> D. Total (A + C) = <u>28875</u> For <u>Twenty Eight Thousand 875</u> And <u>Eight Hundred Seventy Five</u> /100 Dollars lump sum			28875	00

TOTAL BID - ITEMS 1 to 5, INCLUSIVE

PLEASE PRINT

WRITTEN IN WORDS: ONE HUNDRED THIRTY SIX THOUSAND
NINE HUNDRED TWELVE Dollars FIFTY Cents

WRITTEN IN FIGURES: \$ 136,912 ⁵⁰/₁₀₀

LEGAL NAME OF CONTRACTOR: NABEL ELECTRIC CORP.

ADDRESS: 1025 SAWMILL RIVER RD.
YONKERS N.Y. 10710.

PREPARED BY: AUNI NABEL.

TITLE: PRESIDENT.

TELEPHONE NO.: (914) 941-2244 CELL (914) 760 5326.

EMAIL: ATNA@NABELELECTRIC.COM

DATE: 9/16/2020

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

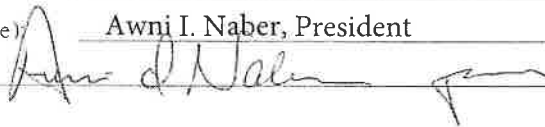
1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York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

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

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

6. Name of Firm/Business Enterprise: Naber Electric Corp.
Address: 1025 Saw Mill River Road
Yonkers, NY 10710

Completed By (Print Name/Title) Awni I. Naber, 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.

**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.

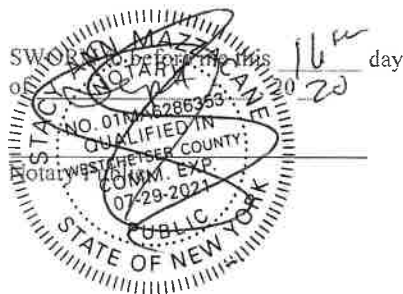
Name of Bidder: Awni I. Naber
(print full legal name)

Date Signed: 9/16/2020

Signature: 

Name of Person Signing Certificate: Awni I. Naber
(print full legal name of signer)

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



Agreed:

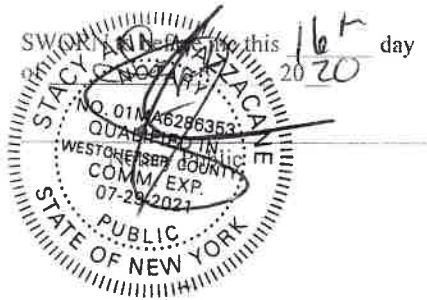
Awni Naber, Naber Electric Corp.

By: Awni Naber
(Legal Name of Person, Firm or Corporation)
(Signature of Authorized Representative)

President

(Title)

Dated: 9/16/2020



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


SIGNED

