



BARILE GALLAGHER & ASSOCIATES

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CONSULTING ENGINEERS

**CITY OF YONKERS / YONKERS PUBLIC SCHOOLS  
BUREAU OF PURCHASING**

**REQUEST FOR PROPOSAL (RFP) NO. 368**

**Professional Engineering Consulting Services  
for**

**FUEL OIL TO NATURAL GAS CONVERSION STUDY & REPORT**

**January 19, 2018**



39 Marble Avenue  
Pleasantville, New York  
10570

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BARILE GALLAGHER & ASSOCIATES

CONSULTING ENGINEERS

39 MARBLE AVENUE PLEASANTVILLE, NY 10570  
914.328.6060 GENERAL@BGA-ENG.COM www.BGA-ENG.COM

January 19, 2018

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Mr. Alex Schenck, Principal Buyer  
City of Yonkers / Yonkers Public Schools  
Purchasing Department  
One Larkin Center – 3<sup>rd</sup> Floor  
Yonkers, NY 10701

RE: REQUEST FOR PROPOSAL (RFP) NO. 368  
PROFESSIONAL ENGINEERING SERVICES  
FUEL OIL TO NATURAL GAS CONVERSION  
STUDY & REPORT

Dear Mr. Schenck,

Thank you for the opportunity to submit our proposal for the referenced project. As requested in the RFP please note the following:

Firm Name and Address: Barile Gallagher Associates Consulting engineers, P.C.  
39 Marble Avenue, 2<sup>nd</sup> Floor  
Pleasantville, NY 10570

Firm Contact for this RFP: Laurence J. Barile, PE, LEED AP  
President  
(914) 328-6060  
(914) 328-9304 FAX  
[LBarile@BGA-Eng.com](mailto:LBarile@BGA-Eng.com)

Our firm and its officers are entirely independent of the City of Yonkers / Yonkers Public Schools. Barile Gallagher Associates Consulting Engineers, P.C. (BGA) is a multi-discipline engineering firm established in 1972. We provide HVAC, Plumbing, Fire Protection and Electrical design services and have extensive experience in the educational sector in general and New York suburban school districts in particular. We enjoy an excellent relationship with the NYSED Facilities Planning Department and are intimate with their policies, procedures and requirements.

We have enjoyed a long and successful relationship with the City of Yonkers and the Yonkers Public Schools as a lead and sub-consultant on many projects from the very inception of our firm 46 years ago. Many of those projects (some of which are currently in design or construction) have included a similar scope of work to the project described in this RFP. We are also part of the team that developed the last two (2) Educational Facilities Plans for the District.

Our proposal will demonstrate our capabilities with respect to the evaluation criteria outlined in the RFP. We will highlight our experience with other school districts, our successful history with the State Education Department and our experience in working with Con Edison in converting school buildings from oil to natural gas and upgrading gas services to serve additional loads in school buildings. Our officers and staff have more than 100 years of combined experience with projects of this type.

We have included our firm's practice guidelines for Quality Assurance and Quality Control as well as a Company Profile, Resumes of key staff and References from other NYS School Districts with similar projects.

Below we outline the key tasks we will undertake to complete the study in a comprehensive, clear and concise manner and our proposed fee for completing those tasks. We look forward to the opportunity to continue our longstanding commitment to the Yonkers Public Schools and the community they serve.



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This project will include an engineering study related to the conversion of 28 of the District's 40 buildings from Fuel Oil to Natural Gas fired heating systems, domestic hot water systems and emergency generators. We will develop a scope, budget, schedule and cost benefit analysis for the proposed project(s). The resultant report will identify a recommended course of action to most cost effectively fuel each building's systems with fuel oil, natural gas, or a combination thereof. The Yonkers Middle School High School will be the subject of a pilot report to validate the process and deliverables for the remainder of the buildings to be evaluated. Our proposal is as follows:

**I. REPORT PREPARATION AND REVIEW**

- A. Attend a Kick-Off meeting with District personnel to review the scope and to establish procedures for the commencement of the project. Once these parameters have been validated the following tasks will be carried out on a per building basis.
- B. Review available documentation of the design of the existing systems including existing available drawings, specifications, BCS reports and legacy BGA field surveys.
- C. Visit each site and make visual observations of the existing systems as installed.
- D. Obtain and review YPS fuel use records for each building.
- E. Tabulate existing fuel loads and capacities.
- F. Prepare gas load letters and submit load information to Con Edison through their online portal.
- G. Correspond (and meet if necessary) with Con Edison personnel to review the proposed work.
- H. Evaluate feasibility of converting existing equipment to gas firing vs. equipment replacement.
- I. Develop a schematic scope of proposed work for each building.
- J. Develop our opinion of the probable construction costs for the proposed work.
- K. Prepare an analysis of the proposed systems outlining the costs and savings of conversion to Gas-Only or Dual Fuel firing with potential payback periods identified based on current fuel costs. Consideration will be given to firm and interruptible gas rates.
- L. Work with District personnel to establish project timelines and probable soft costs and escalation factors.
- M. Assemble the above information into a narrative report.
- N. Attend meetings to review the pilot school report, at 50% and 100% completion of the subsequent school reports.
- O. Additional meetings will be attended by our staff to review the work at our hourly rates outlined below.



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January 19, 2018  
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**II. PROPOSAL CONDITIONS**

- A. We assume no responsibility for the identification and/or abatement of hazardous materials including but not limited to asbestos, lead, PCBs, petroleum and similar substances. Should suspect materials that will impact the cost of the work be identified in the course of the study (and they are not listed on the District's AHERA report) testing may be performed by an outside service as an additional service through our contract as identified in Table 6.01 of the RFP.
- B. Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

**III. ARRANGEMENT OF FEE**

- A. Our proposed fee for the above listed services is One Hundred Six Thousand Dollars (\$106,000). Please see the attached full RFP with all requested proposed fee information filled in.
- B. Fees shall be billable and payable monthly based on progress of the work.
- C. Payment of submitted invoices within 30 days.

Thank you for your consideration and the opportunity to be of service.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Laurence J. Barile', is written over a light blue circular stamp.

Laurence J. Barile, PE, LEED AP  
President

Attachments:  
BGA Info and References - 9 pages  
Completed RFP – 33 Pages

Barile Gallagher & Associates Consulting Engineers, P.C. is a multidiscipline consulting engineering firm with a proven track record of excellence in design and client satisfaction.

Since 1972, we have provided consulting engineering services for HVAC, Plumbing, Fire Detection/Protection and Electrical Systems on institutional, commercial, municipal, industrial, religious and residential projects.

Services provided by the firm include:

- Master planning and feasibility studies
- Engineering reports and probable construction costs.
- Preparation of contract drawings
- Technical specifications
- Building Information Modeling (BIM)
- Energy Modeling
- LEED Consulting services
- Construction supervision

We employ a tightly knit staff of dedicated professionals who see the big picture but are willing to “sweat the details”. The firm’s principals, whose experience totals more than fifty years, maintain involvement and oversight on every project.

Our aim is to fully integrate the MEP work with the Architecture, Site, Structural and Technology systems to form a complete, cohesive set of contract documents.

Our policy is to design the highest quality and most economically sound systems keeping professional engineering practices in the forefront.

With offices in Pleasantville, New York we are centrally located in the Tri-State Area.

Whether the task is a small classroom addition or a new corporate headquarters, a feasibility study or a master plan we have the skills, knowledge and experience to deliver the project on time and within budget.







Barile Gallagher & Associates maintains the highest quality in its design documents through an ongoing document review and intraoffice coordination program.

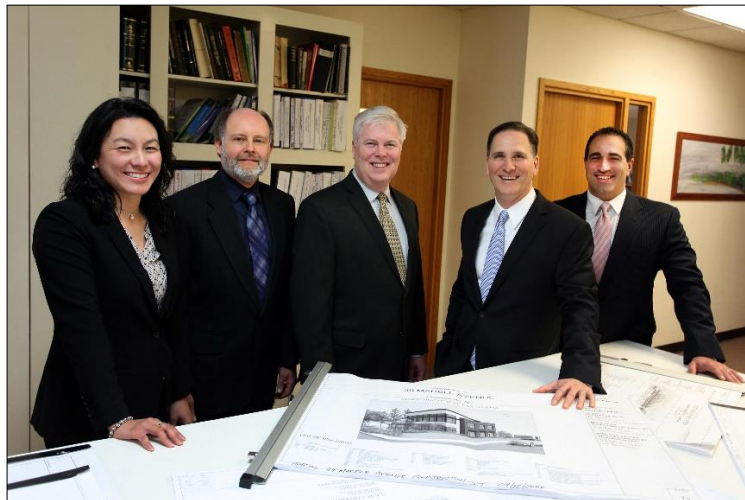
All projects are directed by a principal of the firm. The principals in-turn meet daily to discuss progress and design approach on each project.

At each phase of a project, prior to submission of phase documents, a review is conducted by the principal-in-charge of all documents. At this time all coordination items are verified with each trade designer.

Strict filing and documentation guidelines are maintained for all project correspondence (print and electronic). Paper project files are maintained in chronological order and all technical documentation is filed according to trade.

Electronic files are maintained with a robust back-up program. File naming conventions and electronic file management guidelines are strictly enforced.

We maintain on site “dead storage” of all project files to insure access to project historical information.





“Green” is more than a buzzword at Barile Gallagher & Associates. We are committed to sustainable design practices that insure that our clients will enjoy comfortable, practical facilities that minimize their long term impact on our environment.

LEED principles are applied to all of our projects whether the owner has elected to pursue certification or not.

Every project is reviewed for potential application of the many sustainable products and systems available today. Many of our projects include geothermal heating and cooling systems. Energy recovery technology is utilized in some way on almost every project insuring that the energy expended in heating or cooling fresh air is not simply wasted when that air is exhausted. High efficiency lighting is also utilized on every project with daylighting controls where practical. Solar domestic hot water generation is an example of one of the ways we employ renewable energy sources to our clients’ and the environment’s benefit.

These are some of the innovative technologies we have utilized in our designs in recent years. However we have been employing more mundane “green” technologies for many years including variable frequency drives (VFDs) on fans and pumps, Building Automation Systems (BAS), high efficiency boilers and chillers, low flow plumbing fixtures to name just a few.

In short, Sustainable Design practices have become part of the fabric of our firm not just a green veneer. Together with our clients and associates we are...*DESIGNING A SUSTAINABLE FUTURE.*



Post Road Elementary School in White Plains, NY is one of the first truly sustainable public school buildings in New York State. Completed in 2010 the building uses 65% less energy than a typical school building of its size.





## Education

Academy of Aeronautics  
Andrus Children's Home  
Ardsey Union Free School District  
Arlington Central School District  
Bedford Central School District  
Bennett College  
BOCES of Southern Westchester  
Brewster Central School District  
Briarcliff Manor Union Free School District  
Bronxville Union Free School District  
Byram Hills Central School District  
Carmel Central School District  
Catskill Central School District  
City College of New York  
College of New Rochelle  
Columbia University  
Concordia College  
Connetquot Central School District  
Croton-Harmon School District  
Darien Public Schools  
Dobbs Ferry Union Free School District  
Dutchess Community College  
Dutchess BOCES  
Eagle Hill School - Academic Building  
Eastchester Union Free School District  
East Ramapo Central School District  
Edgemont School District  
Edgewood School  
Elmsford Union Free School District  
Fordham University  
Goshen Central School District  
Greenburgh Union Free School District  
Greenburgh/Graham Union Free School District  
Haldane Central School District  
Harrison Central School District  
Hastings-on-Hudson Union Free School District  
Hewlett-Woodmere Public Schools  
Highland Falls-Fort Montgomery CSD  
Hoff-Barthelson Music School  
Holy Name of Jesus School  
Icahn Charter School  
Irvington Union Free School District  
JFK High School  
Katonah-Lewisboro School District  
Lakeland Central School District  
Lansing Central School District  
Locust Valley Central School District  
Lynbrook Union Free School District  
Lycee Francois School  
Mahopac Central School District

Manhattanville College  
The Melrose School  
Mercy College  
Monsignor Scanlan High School  
Mt. Pleasant Central School District  
Mt. Pleasant Cottage School UFSD  
Mt. Vernon City School District  
Nanuet Union Free School District  
Newburgh Enlarged City School District  
New Rochelle City School District  
New York Medical College  
NYC Montessori Charter School - 138<sup>th</sup> St.  
NYC Public Schools  
New York University  
New Utrecht K445 School NYC  
Ossining Union Free School District  
Pawling Central School District  
Pelham Union Free School District  
Peekskill Central School District  
Pine Bush Central School District  
Pleasantville Union Free School District  
Port Chester-Rye Union Free School District  
Port Jervis City School District  
Putnam Valley Central School District  
Ravena-Coeymans-Selkirk Central Schools  
Rippowam-Cisqua Schools  
Roslyn Public Schools  
Rye City School District  
Sachem Central School District  
Salesian High School  
Sarah Lawrence College  
Scarsdale UFSD  
So. Orangetown Central School District  
Southern Westchester BOCES  
State University of New York (SUNY)  
Stamford Schools  
St. Joseph's School, New Windsor, NY  
Tuckahoe Union Free School District  
Ursuline School  
Valhalla Union Free School District  
Vassar College  
Washingtonville Central School District  
Westchester Community College  
Westchester Day School  
White Plains Public Schools  
The Windward School  
Yonkers Public Schools  
Yorktown Central School District

\* We have been pre-qualified by the New Jersey School Construction Corporation.



**OTHER SCHOOL DISTRICTS (ALL WITH PROJECTS IN THE LAST 3 YEARS)**

MOUNT VERNON CITY SCHOOL DISTRICT

MULTIPLE CONTRACTS

1977-PRESENT

SUB-CONSULTANT SERVICES (MEP)

MR. KEN SILVER

ASSISTANT SUPERINTENDENT FOR BUSINESS

(914) 358-2374

PORT CHESTER-RYE UFSD

MULTIPLE CONTRACTS

1997-PRESENT

PRIME & SUB-CONSULTANT SERVICES (MEP)

MR. RAY RENDA

SUPERINTENDENT BUILDINGS & GROUNDS

(914) 934-7983

RYE CITY SCHOOL DISTRICT

MULTIPLE CONTRACTS

2006-PRESENT

PRIME & SUB-CONSULTANT SERVICES (MEP)

MS. GABRIELLA O'CONNER

ASSISTANT SUPERINTENDENT FOR BUSINESS

(914) 967-6100 X6270

BREWSTER CENTRAL SCHOOL DISTRICT

MULTIPLE CONTRACTS

2008-PRESENT

PRIME & SUB-CONSULTANT SERVICES (MEP)

MR. ANDREW BATES

DIRECTOR OF FACILITIES & OPERATIONS

(845) 279-8000 X6111

BRONXVILLE SCHOOLS

1988-PRESENT

SUB-CONSULTANT SERVICES (MEP)

MR. MICHAEL LEE

SUPERINTENDENT OF FACILITIES

(914) 395-0514



**CON ED GAS CONVERSION PROJECTS**

**YONKERS PUBLIC SCHOOLS**

CONTRACT # 604529

MUSEUM SCHOOL 25

RESTORATION OF BOILER PLANT, EMERGENCY UTILITIES, AUDITORIUM, APPURTENANT EQUIPMENT AND MISCELLANEOUS SITE WORK

PRIME CONSULTANT - ENGINEERING SERVICES

2013-2015

MR. JOHN CARR

EXECUTIVE DIRECTOR – SCHOOLS FACILITIES MANAGEMENT

(914) 376-8008

**RYE CITY SCHOOL DISTRICT**

OSBORN ELEMENTARY SCHOOL

EMERGENCY REPLACEMENT OF OIL-FIRED FURNACE WITH FIELD ERECTED HIGH EFFICIENCY GAS-FIRED FURNACE, GAS SERVICE UPGRADE AND FUEL OIL TANK REMOVAL

PRIME CONSULTANT - ENGINEERING SERVICES

2016-2017

MS. GABRIELLA O'CONNOR

ASSISTANT SUPERINTENDENT FOR BUSINESS

(914) 967-6100 X6270

**BREWSTER CENTRAL SCHOOL DISTRICT**

JFK ELEMENTARY SCHOOL

ADDITIONS AND ALTERATIONS INCLUDING GAS SERVICE UPGRADE AND NEW ULTRA-HIGH EFFICIENCY GAS-FIRED ABSORPTION HEAT PUMP HEATING AND COOLING PLANT

SUB-CONSULTANT – MEP ENGINEERING SERVICES

2015-2017

MR. ANDREW BATES

DIRECTOR OF FACILITIES & OPERATIONS

(845) 279-8000 X6111

**PORT CHESTER-RYE UFSD**

JFK ELEMENTARY SCHOOL

GAS SERVICE UPGRADE AND EXTENSION TO PRIMARY SCHOOL BLDG WITH NEW ULTRA-HIGH EFFICIENCY BOILER PLANT

SUB-CONSULTANT – MEP ENGINEERING SERVICES

2010-2011

MR. RAY RENDA

SUPERINTENDENT BUILDINGS & GROUNDS

(914) 934-7983

**BRONXVILLE SCHOOLS**

MAIN SCHOOL BUILDING

NEW ULTRA-HIGH EFFICIENCY GAS-FIRED BOILER PLANT WITH NEW GAS SERVICE, NEW ELECTRIC SERVICE AND OTHER UTILITIES

SUB-CONSULTANT – MEP ENGINEERING SERVICES

2010-2011

MR. MICHAEL LEE

SUPERINTENDENT OF FACILITIES

(914) 395-0514

**LAURENCE J. BARILE, PE, LEED AP      President****EDUCATION**

Manhattan College - B.E. Bachelor of Mechanical Engineering

**EXPERIENCE**

Mr. Barile has 30+ years of in-depth experience in HVAC design and modern commercial and institutional building construction. As president of the firm he provides leadership in setting company goals and overall philosophy. He personally oversees the planning, design and construction of many of the firm's projects and maintains involvement on all projects. Mr. Barile is a second generation owner and literally "grew up in the business". Joining the team at the age of 11 as an unpaid office boy, he worked his way up through the ranks as a draftsman, designer, engineer and project manager. He was a pioneer in the field of computer aided drafting and design (CADD). Upon graduation from Manhattan College Mr. Barile joined Syska and Hennessey in their NY City office where he was one of the early adopters of AutoCAD for that firm. Today Mr. Barile continues his commitment to advancing the field of building design to ensure a sustainable built environment for future generations.

**REPRESENTATIVE EXPERIENCE INCLUDES:**

- **Post Road Elementary School - White Plains, New York**
  - 2010 Completed LEED Gold Equivalent Building
  - Geothermal HVAC, Solar Domestic Hot Water, Energy Recovery Ventilation, Daylighting Controls, EnergyStar Score of 100 out of 100
- **Yonkers Public Schools – Yonkers, New York**
  - 25 Years of Experience in District
  - Additions, Alterations, Renovations, Mechanical Upgrades, Feasibility Studies, SED Building Conditions Surveys
- **Valhalla Union Free School District – Valhalla, New York**
  - 2010 SED Building Conditions Surveys
  - New Intermediate School
  - Additions and Alterations to Jr./Sr. High School and Elementary School
- **White Plains Schools – White Plains, New York**
  - 2007 - \$ 40 Million Bond Project (New Sustainable School Building, District Wide Infrastructure Upgrades)
  - 2002 - \$ 3 Million Bond Project (Miscellaneous Infrastructure Work and Alterations)
  - 1998 - \$ 28 Million Bond Project (Additions and Alterations to High School)
  - 1989 - \$ 40 Million Bond Project (Additions and Alterations to 7 Schools)

**REGISTRATION AND PROFESSIONAL SOCIETIES**

Licensed Professional Engineer - New York, Connecticut

LEED Accredited Professional

National Society of Professional Engineers

American Society of Heating, Refrigerating and Air Conditioning Engineers - ASHRAE

Manhattan College Mechanical Engineering Department Board of Advisors

ACE Mentor

**PAUL J. GALLAGHER, PE****Vice President****EDUCATION**

Villanova University - Bachelor of Mechanical Engineering

**EXPERIENCE**

Mr. Gallagher joined the firm in 1992. He has more than 25 years experience in mechanical systems design. Mr. Gallagher serves as Principal-In-Charge and Project Manager on many of the firm's projects. In 1999 he earned the position of Associate and in 2008 became a partner in the firm. Mr. Gallagher is the client point of contact and performs HVAC, Plumbing, Potable Water Systems and Fire Protection design, construction administration, probable costing, allocation of office work flow, and project coordination of all trades.

**REPRESENTATIVE EXPERIENCE INCLUDES:**

- ❑ **Westchester Community College - Valhalla, New York**
  - Campus Wide Master Plan and Site Utility Replacement
  - Harold Drimmer Library Addition and Alterations
- ❑ **Yonkers Public Schools - Yonkers, New York**
  - Construction Projects and Building Conditions Evaluations in more than 30 School Buildings
  - Additions, Alterations, Renovations, Mechanical Upgrades, Feasibility Studies, SED Building Conditions Surveys
- ❑ **Mount Vernon Central School District - Mt. Vernon, New York**
  - Energy Performance Contract
  - Boiler Plant Replacement at 8 Buildings
- ❑ **Katonah Lewisboro School District - Katonah, New York**
  - Well Water Storage, Chlorination and Pressure System Replacements (2 Schools)
  - 15 Years of Experience in District including Additions, Alterations, Renovations, Mechanical Upgrades, Feasibility Studies
- ❑ **Catskill Central School District - Catskill, New York**
  - Additions and Alterations to MS-HS (Multiple Phases)
  - New Maintenance Building
- ❑ **Byram Hills Central School District - Armonk, New York**
  - 2010 SED Building Conditions Surveys
- ❑ **Newburgh Enlarged City School District - Newburgh, New York**
  - Additions, Alterations, Renovations, Mechanical Upgrades and Feasibility Studies

**REGISTRATION AND PROFESSIONAL SOCIETIES**

Licensed Professional Engineer - New York

National Fire Protection Association - NFPA



**RICHARD MUENKEL, LEED GA**

**Associate Mechanical Engineer**

**EDUCATION**

University of Detroit - Bachelor Mechanical Engineering

Center For Professional Advancement – East Brunswick, NJ  
Heat/Cooling Load Methods

**EXPERIENCE**

Mr. Muenkel joined the firm in 2008 and has more than 30 years experience in building design and construction. He serves as project manager and project engineer for HVAC, Plumbing and Sprinkler design. His extensive experience includes the preparation of energy models and calculation of payback periods for energy saving measures. Rick's attention to detail and collaborative approach to design help maintain the firm's lasting client relationships. In 2016 he earned the position of Associate. Prior to joining the firm Mr. Muenkel was a project engineer with Gerard Associates in Middletown, NY.



**REPRESENTATIVE EXPERIENCE INCLUDES:**

- ❑ **Yonkers Public Schools – Yonkers, New York**
  - Emergency Utilities Upgrades (4 Schools)
  - SED Building Conditions Surveys
  - School 15 Gym Heating and Ventilating Rehabilitation
  - Energy Performance Contract (4 Schools)
- ❑ **Catskill Central School District – Catskill, New York**
  - Superintendent's Office Alterations
  - Boiler Replacement
- ❑ **Putnam Valley Central School District – Putnam Valley, New York**
  - SED Building Conditions Surveys
  - New Bus Garage
- ❑ **Brewster Central School District – Brewster, New York**
  - HH Wells Middle School Additions and Alterations
- ❑ **Peekskill Central School District – Peekskill, New York**
  - Energy Performance Contract
- ❑ **Port Chester-Rye Union Free School District – Port Chester, New York**
  - High Efficiency Boiler Plant at JFK Primary School
- ❑ **Bronxville School – District – Bronxville New York**
  - Boiler Plant Replacement
  - Flood Repairs and Renovations to 4 Wings

**ACCREDITATIONS**

LEED Green Associate





## YONKERS PUBLIC SCHOOLS

**CITY OF YONKERS, / YONKERS PUBLIC SCHOOLS  
BUREAU OF PURCHASING**

**REQUEST FOR PROPOSALS (RFP) NO. 368**

**SOLICITATION DOCUMENTS FOR**

**Professional Engineering Consulting Services  
for**

**FUEL OIL TO NATURAL GAS CONVERSION STUDY & REPORT**

**Deadline for Submissions: January 19, 2018 2:00pm**

One (1) original (marked as such), three (3) copies and one (1) electronic copy (CD/DVD/Flash Drive) of the proposal must be delivered to:

Mr. Alex Schenck, Principal Buyer  
City of Yonkers / Yonkers Public Schools  
Purchasing Department  
One Larkin Center – 3<sup>rd</sup> Floor  
Yonkers, NY 10701

**(Located in the Yonkers Riverfront Library Building Across from the Metro-North train station)**

914.377.6030; fax 914.377.6032 email: [alex.schenck@yonkersny.gov](mailto:alex.schenck@yonkersny.gov)

## **INTRODUCTION**

This Request for Proposals (RFP) is issued by the Yonkers Public Schools (District) for a New York State licensed professional (mechanical or energy) engineering firm to develop a proposed scope, budget, schedule, and cost benefit analysis for the conversion of 28 of the 40 schools buildings comprising the Yonkers Public Schools (see attached building list) from fuel oil to Con Ed supplied natural gas fired heating systems, domestic hot water and emergency generators. The successful candidate (engineer) will be required to provide a concisely written course of action it recommends that District take to implement the most cost effective means for heating these buildings with natural gas, fuel oil or a combination thereof and or other means.

### **PART 1 - GENERAL INFORMATION FOR PROPOSERS**

The City of Yonkers and Yonkers Public Schools are not responsible for any internal or external delivery delays which may cause a vendor's proposal in response to this RFP to arrive beyond the deadline. No materials will be accepted after the deadline.

An evaluation committee will review the Proposals and may conduct interviews with one or more of the submitting firms as part of the final selection process. Proposers may be asked to make a presentation to the evaluation committee.

While the City of Yonkers and Yonkers Public Schools reserve the right to negotiate with any and all proposers regarding the information which is requested in this RFP, each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/ exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER OR ANY "QUALIFIED" FIRM BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CITY FOR SUBMISSION TO THE BOARD OF CONTRACT & SUPPLY FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE CITY.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CITY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

Answers to all inquiries will be in writing and made available to all prospective vendors in the form of a formal addendum to the RFP. Said addendum shall be annexed to and become part of the ensuing contract. Formal addenda will be published on The Empire State Purchasing Group website at [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com).

Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the Yonkers Public Schools is authorized to clarify or amend these Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding.

Prospective proposers are reminded that it is their responsibility to ensure that they receive all addenda.

1. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the City of Yonkers. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the City of Yonkers or the Yonkers Public Schools.
2. Modified Proposals Packages. A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time. The Evaluation Committee shall consider only the latest timely version of the Proposal.
3. Proposals MUST be signed. Unsigned proposals will be rejected.
4. Late proposals will not be accepted.
5. Prospective Proposers shall examine the Solicitation Documents carefully and before submitting a proposal, shall submit to the individual listed below, in writing, any questions, or requests for clarification of any ambiguity or correction of any inconsistency or error in the documents. The YPS response to such a written request shall be issued in a written addendum to the RFP and shall be binding on all Proposers. Only written addenda issued by the YPS shall be binding. No officer, employee, or agent of the YPS is authorized to clarify or amend the Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the Yonkers Public Schools.
6. **All inquires regarding this solicitation must be submitted in writing**, via fax, e-mail or other, **no later than 3pm on January 9, 2017** to: Mr. Alex Schenck, Principal Buyer, City of Yonkers/Yonkers Public Schools, One Larkin Center, 3<sup>rd</sup> Floor, Yonkers, NY 10701, (914) 377-6030 (phone), (914) 377-6032 (fax), [alex.schenck@yonkersny.gov](mailto:alex.schenck@yonkersny.gov) (e-mail), as set forth on the cover page of this RFP.

## **PART 2 – SELECTION PROCESS**

### **2.1 RESPONSE EVALUATION CRITERIA**

One qualified engineering firm will be chosen by YPS personnel based on the merits of the response to this RFP. The list of proposers for final consideration will be derived by the evaluation of the following criteria. Such criteria are not necessarily listed in order of importance. The Yonkers Public Schools reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

#### **2.1.1 Experience and Proposal of the Firm**

- Demonstration of prior successful and relevant work experience of the respondent will be required. At a minimum, five (5) references from other NYS school districts are to be included; two of which are to be less than 3 three years old
- A very strong, successful history with the New York State Education Department Office of Facilities Planning.
- **Demonstrate firm’s experience with Consolidated Edison Company of New York Gas Service work: requirements, protocols, procedures, policies and personnel. Experience in converting pre-k-12 schools from oil to natural gas with Con Edison, N.Y. is essential.**

#### **2.1.2 Experience and Proposal of Individuals, Team**

Include the titles and resumes of each person that may be assigned to a resulting Yonkers contract. The resumes are to indicate employment history, education, professional licenses, experience directly related to this Work, and a minimum of two references. The personnel presented in the RFP response are to be only those that will be working under resulting contracts. Their availability to perform this work and respond to YPS needs in a timely manner must be demonstrated. Yonkers Public Schools reserves the right at any time to reject and expel from the project any person employed by the consultant for any reason

#### **2.1.3 Experience and Proposal of Proposed Sub consultants**

Sub consultants, if proposed, must be listed and will be held to the same requirements as the prime responder.

#### **2.1.4 Quality Assurance and Quality Control (QA / QC)**

Demonstration of quality assurance and quality control for design will be required. Past performance in meeting milestones, handling design changes, and record keeping must be addressed.

#### **2.1.5 Responsiveness to Client**

Demonstration of personnel availability and proposed response time will be required. A single point of immediate contact at the Associate level must be established.

#### **2.1.6 Proposal Responsiveness/Completeness:**

A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.

### **2.1.7 Oral Presentations:**

In addition to interviews, the Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make presentations may be removed from consideration.

### **2.1.8 References:**

Include at least 5 references from other NYS school districts, two of which are to be 1 to 3 three years old and within a 50 mile radius of the City of Yonkers and in the State of New York, and provide the following information:

- Agency/Owner
- Contract #
- Name & Location of Project
- Sub or Prime Contractor
- Goods/Services Provided
- Start and Completion Dates
- Contract Amount
- Contact Name & Telephone No.

Include at least 5 references which demonstrate experience with in dealing with Con Ed New York converting facilities from oil to natural gas, 2 of which are to be 1 to 3 three years old, consist of multiple facilities and provide the following information:

- Agency/Owner
- Contract #
- Name & Location of Project
- Sub or Prime Contractor
- Goods/Services Provided
- Start and Completion Dates
- Contract Amount
- Contact Name & Telephone No.

## **PART 3 – PROPOSAL SUBMISSION REQUIREMENTS/FORMAT**

**SUBMISSION PACKAGES MUST BE MARKED: “RFP NO. 368: Professional Engineering Consulting Services for Fuel Oil to Natural Gas Conversions. All proposals must be received no later than 2pm on January 19, 2017.”**

All proposals submitted must be organized in the following format and contain the following information:

3.1 A letter of transmittal/introduction introducing the firm by describing its origin, current ownership and management, and include an executive summary of the firm’s Proposals. The letter shall be signed by the person authorized to bind the Proposer contractually and include the following:

- Legal organizational name and address of the prime Consultant;
- Legal organizational name and address of sub-consultant(s), if any;
- Name, title, telephone & fax numbers, and e-mail address of the person to be contacted regarding the content of the Proposal.
- An affirmative statement that the Proposer is independent of the City of Yonkers/Yonkers Public Schools. Proposers shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Proposer’s personnel or sub-consultants may have;

3.2 Demonstration of the ability of the responder to meet each of the evaluation criteria listed in Part 2 of this RFP. They are to be presented in the order presented therein with each section clearly labeled. All pages must be numbered.



## **PART 4 – CONTRACT AWARD AND LEGAL UNDERSTANDINGS**

- 4.1.** All Proposers must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, the Iran Divestment Act, and the New York State Labor Law.
- 4.2.** After selection of a successful proposer for a specific project, a formal written contract will be prepared by the Yonkers Public Schools, subject to all required oversight approvals, and will not be binding until signed by both parties. The Yonkers Public Schools' standard contract for professional services is available for review upon request.
- 4.3.** The Yonkers Public Schools reserves the right to cancel this RFP at any time, if it is deemed to be in its best interest. In no event shall the Yonkers Public Schools have any liability whatsoever for cancellation of any award before execution of a contract. Proposers assume sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.
- 4.4.** A Proposer shall not have any rights against the Yonkers Public Schools arising from an invitation to enter negotiations or to submit a Best and Final Offer.
- 4.5.** By submission of a proposal in response to this RFP, proposing entity agrees to and understands:
  - 4.5.6. That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the YPS and is not a bid under Section 103 of the New York State General Municipal Law;
  - 4.5.7. Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the YPS for the required services
  - 4.5.8. By submitting a proposal, the proposing entity agrees and understands that the YPS is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
  - 4.5.9. That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the YPS or the City, its elected officials, officers, employees or agents, shall not be binding against the YPS or the City, its elected officials, officers, employees or agents unless and until a formal written agreement for services, subject to all oversight approvals, is duly executed by both parties.
  - 4.5.10. The YPS reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the City of Yonkers' Procurement Policy, as amended:
  - 4.5.11. To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
  - 4.5.12. To reject all proposals;
  - 4.5.13. To issue additional solicitations for proposals and/or amendments to this RFP;
  - 4.5.14. To waive any irregularities in proposals received after notification to all proposers;

- 4.5.15. To negotiate for amendments or other modifications to proposals;
- 4.5.16. To conduct investigations with respect to the Proposals of each proposer;
- 4.5.17. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- 4.5.18. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- 4.5.19. To select the proposal that best satisfies the interests of the Yonkers Public Schools and not necessarily on the basis of price or any other single factor in the evaluation criteria.

4.6. While this is an RFP and not a bid, the City reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

4.7. The YPS assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

4.8. The YPS is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.

4.9. Delinquent proposer(s)/contractor(s) shall not be deemed responsible for purposes of awarding a contract. It is the policy of the City of Yonkers and the Yonkers Public Schools to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards, or commissions from participating in City contracts and business opportunities.

#### 4.10. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall and provide justification why such material, upon request, should not be disclosed by the City, and insert the following notice in the front of its proposal:

1) **“NOTICE**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.**

**The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the City considers proper under the law. If the City enters into an agreement with this proposer, the City shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

and;

- 2) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "**\* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The City assumes no liability for disclosure of information so identified, provided that the City has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the City, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

#### **A. INDEMNIFICATION AND INSURANCE**

The proposer, by signing the proposal, does hereby agree to indemnify and hold free and harmless the City of Yonkers and the Yonkers Public Schools, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this RFP. Successful proposers for specific A/E projects will likewise be required to execute a contract containing similar requirements.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the City of Yonkers), for any and all claims of liability and all suits, actions, or claims that may be incurred by the City of Yonkers and/or the Yonkers Public Schools, in consequence of actions or inaction's relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If awarded a contract by the Yonkers Public Schools, the proposer acknowledges and agrees that it will need to provide insurance naming the City and the District as additional insured as more fully set forth in Schedule "A" which is annexed hereto.

#### **B. INDEPENDENT CONTRACTOR**

The successful proposer and its employees will operate as an independent contractor and are not considered to be City employees.

#### **C. ANTIDISCRIMINATION/COMPLIANCE WITH LAW**

Neither a successful proposer, nor any person acting on behalf of a successful proposer, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any City facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities.

The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the NYS ED, Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New

York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Westchester County Sanitary Code, and all amendments and additions thereto.

**D. NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the City of Yonkers, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City employee, officer or official.

**E. CONFLICT OF INTEREST**

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the City of Yonkers. Further, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

**F. MBE/WBE**

Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City of Yonkers and Yonkers Public Schools to use its best efforts to encourage and promote an increased participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City. Therefore, the City asks Proposers to complete the questionnaire attached hereto as Schedule “D.”

**G. MACBRIDE PRINCIPLES**

Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto. Therefore, the City asks Proposers to complete the certification attached hereto as Schedule “E.”

**H. IRAN DIVESTMENT**

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

**I. RELATIONSHIPS TO CITY**

Proposers are required to complete the questionnaire entitled “Contractor Disclosure Form” attached hereto as Schedule “G.” In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised “Contractor Disclosure Form” form to the City within ten (10) business days of such event.

## **PART 5 - SCOPE OF WORK**

## **SCHEDULE "A" SCOPE OF SERVICES**

### **5.1 General**

This Request for Proposals (RFP) is for a New York State licensed professional (mechanical or energy) engineering firm to develop a proposed scope, budget, schedule, and cost benefit analysis for the conversion of 28 of the 40 schools buildings comprising the Yonkers Public Schools (see attached building list) from fuel oil to Con Ed supplied natural gas fired heating systems, domestic hot water and emergency generators. The successful candidate (engineer) will be required to provide a concisely written course of action it recommends that District take to implement the most cost effective means for heating these buildings with natural gas, fuel oil or a combination thereof and or other means.

For each building the engineer will determine existing and proposed energy loads and identify all of the costs to most effectively heat and/or power the building. This is to include but is not limited to requisite infrastructure upgrades or replacements in the building and in the street, soft costs such as SED permitting & Con Ed load letters.

The engineer will also identify and quantify all of the benefits of the successful implementation of these actions. This will include a comparison of the total impact of the various Con Ed gas rates available such as interruptible, dual fuel and fixed gas supply rates.

The engineer will then weigh the costs vs. the benefits and make recommendations as to the most advantageous of the proposed actions at each school. This will include a detailed break even analysis showing how many years of use it will take for each system conversion to pay for itself.

Using the data from each school and in consultation with Con Edison, the engineer will develop the most effective District-wide gas conversion implementation program and schedule. This will include time for design, permitting, bidding, Con Ed coordination, construction and meter install.

Yonkers Middle High school will be considered first and used as a pilot study and report. Upon acceptance of the same the District will direct the consultant to proceed with the program district-wide.

The consultant's scope of work may include but not be limited to:

- Meet with District staff, garner and review all pertinent documents such as building plans, condition surveys, fuel oil, gas and electrical bills, AHERA, fuel oil storage, existing utilities, and any other such stuff that may be needed for this.
- Physically inspect, survey, record and if need be audit information received above.
- Establish and maintain liaison relations with Con Ed officials, engineers and inspectors. This is to establish the best course of action in terms of Con Ed: street costs, supply rates, scheduling, paperwork, inspection, fees, requirements and incentives.
- Determine existing and proposed gas loads; current and projected market energy rates (firm vs. interruptible, etc.).

- Provide schematic design level plans, specifications and engineer’s estimate for any and all costs reasonably expected to be required for the energy upgrades at each building (owner’s costs).
- Provide cost analysis and recommendations on a building by building basis and propose the most effective conversion schedule.

**5.2 Deliverables**

The Consultant shall create a report that describes the most favorable and recommended proceedings. The report will describe the best implementation plan in terms of scope, schedule, costs and projected savings. Report shall include the plan in a narrative executive summary and in a tabular form depicting work at each school, schedule for implementation, and the results of the cost benefit analysis. Report can be submitted in electronic format for printing by the District.

**5.3 Schedule**

It is intended that final deliverables be submitted to the District within 365 calendar days of the issuance of the Notice to Proceed by the District. The pilot school report is to be substantially completed with 49 calendar days of the issuance of the Notice to Proceed by the District.

**5.4 Background Data**

The following materials are available for viewing during the proposal phase (please contact buyer) and will be presented to the Consultant at the Kick-off meeting:

- a. 2015 Building Condition Survey.
- b. 2016 AHERA Asbestos Reports.
- c. Educational Facilities Plan
- d. Oil/gas and electric bills, usage.
- e. List of Oil Fired Equipment
- f. Boiler Efficiency Tests
- g. Fuel Oil Tanks
- h. Standard Yonkers Public Schools’ contract for Professional Services

**5.5 Meetings**

Progress and/or review meetings will be arranged, chaired and recorded in minutes by the Consultant for the presentation and discussion of the following topics and deliverables:

- a. Kick-Off Meeting: Attendees shall include the Consultant, sub-consultants (if any), and SFMD.
- b. Pilot School Review Meeting: After completing the pilot School a meeting will be held and attendees shall include the Consultant, sub-consultants (if any), and SFMD.
- c. 50% Review Meeting: Upon completing 50% percent of the Schools a meeting will be held and shall include the Consultant, sub-consultants (if any), and SFMD.
- d. 100% Review Meeting: Upon completing 100% percent of the Schools a meeting will be held and shall include the Consultant, sub-consultants (if any), and SFMD.
- e. Additional Meetings: The Consultant shall attend additional meetings with local government officials, the public, Board of Trustees and their representatives as requested by YPS and billed in accordance with the fee as mentioned in part 6.1



SED NUMB ER	SCHOOL			CLASSROOM COUNT/FLOOR SPACE			AGE		PRIMARY FUEL	BURNERS	HEAT PLANT CONDITION	CON ED RATING	FUEL OIL STORAGE		
	NAME	ALSO KNOWN AS:	ADDRESS	CLSRMS inc mod	MAIN BLDG	OUT BLDG	BUILT	APP.					CAPACITY	UST/AGST	CONDITION
1 0005	School 5	PS5	118 Lockwood Ave. 10701	30	68,000		1884	129	No. 2	DUAL	FUNCTIONAL	RED			
0008	Patricia A. DiChiaro School - School 8	PS8	373 Bronxville Rd. 10708	20	52,270	2,230	1894	123	No. 2	OIL	REPLACE	IN DESIGN			
0009	School 9	PS9	53 Fairview Street 10701	23	50,100		1894	123	No. 2	OIL	REPLACE	IN DESIGN			
1 0010	VIVE School 10	PS10	60 Hawthorne Ave. 10701	31	51,820		1972	45	No. 2	DUAL	REPLACE	GREEN			
1 0011	Yonkers Montessori Academy School 11 Wing	YMA 11	99 Wakefield Avenue 10704	14	45,435		1925	92	No. 2	OIL	REPLACE	GREEN			
1 0013	School 13	PS13	195 McLean Ave. 10705	33	76,345		1920	97	No. 2	OIL	REPLACE	RED			
1 0014	Rosemarie Ann Siragusa School 14	PS14	60 Crescent Place 10704	20	48,785	5,026	1902	115	No. 2	OIL	REPLACE	GREEN			
1 0016	School 16	PS16	759 North Broadway	22	42,200		1902	115	No. 2	OIL	REPLACE	GREEN			
????	School 16 ANNEX	16ANNEX	750 North Broadway	9	49,000		1963	54	No. 2	OIL	N/A	GREEN			
1 0017	Montessori School 17	PS17	745 Midland Ave. 10705	23	43,770	5,026	1903	114	No. 2	OIL	REPLACE	RED			
1 0018	Scholastic Academy for Academic Excellence	PS18	77 Park Hill Ave. 10701	37	92,130		1904	113	No. 2	OIL	REPLACE	YELLOW			
1 0021	School 21	PS21	100 Lee Avenue 10701	19	48,895		1914	103	No. 2	DUAL	NEW	YELLOW			
1 0022	School 22	PS22	1408 Nepperhan Ave 10701	15	44,820	4,089	1914	103	No. 2	OIL	REPLACE	GREEN			
1 0023	School 23	PS23	56 Van Cortlandt Pk. Ave. 10701	24	74,410		1918	99	No. 2	OIL	REPLACE	GREEN			
1 0024	Paideia School 24	PS24	50 Colin St. 10701	14	39,125		1930	87	No. 2	OIL	GOOD	RED			
0025	Museum School 25	PS25	579 Warburton Avenue 10701	22	47,830		1930	87	GAS	DUAL	NEW	N/A			
0026	Casimir Pulaski School 26	PS26	150 Kings Cross 10707	24	52,825		1936	81	GAS	DUAL	NEW	N/A			
0027	Montessori School 27	PS27	132 Valentine Lane 10705	17	50,175		1960	57	No. 2	DUAL	NEW	GREEN			
1 0028	Kahlil Gibran School 28	PS28	18 Rosedale Road 10701	18	44,670	2,230	1951	66	No. 2	OIL	REPLACE	RED			
1 0029	Westchester Hills School 29	PS29	47 Croydon Rd. 10710	41	86,500		1951	66	No. 2	OIL	REPLACE	GREEN			
1 0029	Westchester Hills School 29	PS29	47 Croydon Rd. 10710	41			2001	16	GAS	DUAL	GOOD	GREEN			
1 0030	School 30	PS30	30 Nevada Pl. 10708	20	43,705	2,230	1952	65	No. 2	OIL	REPLACE	GREEN			
1 0031	Montessori School 31	PS31	7 Ravenswood Rd. 10710	18	36,380		1953	64	No. 2	OIL	REPLACE	GREEN			
0032	Family School 32	PS32	1 Montclair Pl. 10710	29	53,690		1958	59	GAS	DUAL	NEW	N/A			
0035	Robert C. Dodson School	Dodson	105 Avondale Rd. 10710	38	118,150		1959	58	GAS	DUAL	NEW	N/A			
1 0041	Cross Hill Academy	Cross Hill	160 Bolmer Ave. 10703	50	157,950		1963	54	No. 2	OIL	GOOD	RED			
1 0101	PEARLS Hawthorne School	PEARLS	348 Hawthorne Ave	48	140,440		1925	92	No. 2	OIL	REPLACE	YELLOW			
0102	Riverside High School	Riverside	565 Warburton Ave. 10701	35	125,880		1992	25	GAS	DUAL	FUNCTIONAL	N/A			
1 0106	Yonkers Montessori Academy Main Wing	YMA	160 Woodlawn Ave. 10704	60	185,680		1971	46	No. 2	OIL	REPLACE	GREEN			
1 0201	Roosevelt High School MAIN WING	ROOSEVELT	631 Tuckahoe Road	69	203,450		1926	91	No. 2	DUAL	NEW	GREEN			
1 0201	Roosevelt High School NEW WING	ROOSEVELT	631 Tuckahoe Road	69			1926	91	No. 2	OIL	REPLACE	GREEN			
1 0202	Lincoln High School	LINCOLN	375 Kneeland Ave. 10704	56	252,410		1951	66	No. 2	DUAL	NEW	RED			
1 0204	Gorton High School	Gorton	100 Shonnard Pl. 10703	51	165,870		1923	94	No. 2	OIL	REPLACE	RED			
0205	Enrico Fermi School	FERMI	27 Poplar Street, 10701	37	116,800		1927	90	GAS	DUAL	CONVERTED	N/A			
1 0206	Saunders Trades & Tech High School MAIN	SAUNDERS	183 Palmer Rd. 10701	51	226,530		1969	48	No. 2	DUAL	NEW	RED			
1 0206	Saunders Trades & Tech High School ANNEX	SAUNDERS	183 Palmer Rd. 10701	51			1972	45	No. 2	OIL	REPLACE	RED			
1 0208	Yonkers Middle/High School	YMHS	150 Rockland Ave 10705	109	272,000		1975	42	No. 2	OIL	REPLACE	GREEN			
1 0233	M.L. King Jr. High Magnet School	KING	115 Locust Hill Ave. 10701	28	65,650	5,026	1968	49	No. 2	OIL	REPLACE	GREEN			
1 0302	Boyce Thompson School	FOXFIRE	1061 N. Broadway 10701	28	86,000		1955	62	No. 2	DUAL	NEW	RED			
0307	Palisades Preparatory Academy	Palisades	190 North Broadway 10701	41	140,000		1930/2000	70	GAS	DUAL	FUNCTIONAL	N/A			
0308	Paideia School 15	PS15	175 Westchester Ave. 10707	28	75,000		1998	19	GAS	GAS	FUNCTIONAL	N/A			
0311	Cedar Place School	CEDAR PL	20 Cedar Place 10705	29	78,000		2000	17	GAS	GAS	FUNCTIONAL	N/A			
1 8340	Cornell Academy	CORNELL	15 St. Mary's Street, 10701	23	31,000		1959	58	No. 2	OIL	REPLACE	RED			
8344	Cornell Academy Gym (not in contract)	GORNELL GYM	45 St. Mary's Street, 10701	4	5,000		1884	133	No. 2	OIL	REPLACE	N/A			
TOTALS				1,465	3,658,690	25,857	AVE 74.2								
GRAND TOTAL					3,684,547										

**PART 6 PROPOSAL**

**SCHEDULE “B”  
COST PROPOSAL**

**6.1 FEE PROPOSAL**

For Services as described in Part 1 the proposed compensation shall be the Total Project, Lump Sum as tabulated below:

**TABLE 6.01**

RFP 368		Table 3 PROPOSED PROGRESS SCHEDULE AND LUMP SUM FEES FOR BASIC SERVICES
SCHOOL DISTRICT WIDE		
YPS Job #		
PROJECT PHASE	DURATION (Weeks)	FEE PROPOSED
Kick-off	2	\$5,000
Pilot Study (YMHS) Completion	5	\$7,500
Balance of Study and Completion of Reports	45	\$83,500
Additional Services & Reimbursables (inc. Sampling, Testing, Measurements, surveys, etc.)		\$10,000
<b>TOTALS</b>	<b>52</b>	<b>\$106,000</b>

TOTAL SUM OF THIS PROPOSAL           \$106,000          

          Barile Gallagher Associates Consulting Engineers, P.C.          

(Printed name of proposer)

**6.2 CONTRACT TERM**

The term of the agreement is 365 calendar days.

**6.3 COMPENSATION FOR ADDITIONAL SERVICES**

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per a negotiated lump sum or by a time and material basis as per the discretion of the District. See 6.4 Hourly Payment Rates for Various Titles.

#### 6.4 HOURLY PAYMENT RATES FOR VARIOUS TITLES

The Consultant will be compensated for time and material work beyond the original scope of work at the rates proposed by the Consultant for each of the titles listed below:

Category	Ave. Direct Hourly Rate	Inc. Direct Personnel Multiplier <u>3</u>	Ave. Hourly Rate Charged (inc. O&P)
Sr. Principal	\$ <u>67.30</u>	\$ _____	\$ <u>200</u>
Principal	\$ _____	\$ _____	\$ _____
Associate	\$ _____	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____	\$ _____
Project Pro. A/E	\$ <u>57.70</u>	\$ _____	\$ <u>175</u>
Architect (RA)	\$ _____	\$ _____	\$ _____
Engineer (PE)	\$ _____	\$ _____	\$ _____
Architect	\$ _____	\$ _____	\$ _____
Engineer	\$ <u>38.40</u>	\$ _____	\$ <u>115</u>
A/E Technicians	\$ _____	\$ _____	\$ _____
CAD Operations	\$ <u>36.00</u>	\$ _____	\$ <u>108</u>
Sr. Cost Estimator	\$ _____	\$ _____	\$ _____
Clerical Support	\$ <u>28.80</u>	\$ _____	\$ <u>87</u>

All employees proposed for work under this contract must be labeled with one of the above titles in the proposal under section 2.1.2

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Contractor)**

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, 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 City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. 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 and adjusted with the City.

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 any operations under the Agreement, 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 City of Yonkers.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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 Yonkers, 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: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the City of Yonkers, NY as an additional insured. 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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance in the aggregate amount of \$1,000,000, \$1,000,000 per claim, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

(e) 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:

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

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 of Yonkers (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 of Yonkers is named as an insured, shall not apply to the City of Yonkers.

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

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

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

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

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

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated. In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- No
- Yes (as a business owned and controlled by persons of color)
- Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No
- Yes (as a MBE)
- Yes (as a WBE)

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

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: \_\_\_\_\_

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: \_\_\_\_\_

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- Yes
- No

6. Name of Firm/Business Enterprise: \_\_\_\_\_  
Address: \_\_\_\_\_

Completed By (Print Name/Title): \_\_\_\_\_

Signature: \_\_\_\_\_



## SCHEDULE "E"

### **CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

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

Agreed:

**Barile Gallagher Associates Consulting Engineers, P.C.**

*(Legal Name of Person, Firm or Corporation)*

By: \_\_\_\_\_



*(Signature of Authorized Representative)*

**President**

*(Title)*

Dated: \_\_\_\_\_

**January 19, 2018**

**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.

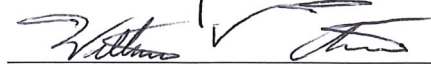
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement 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.

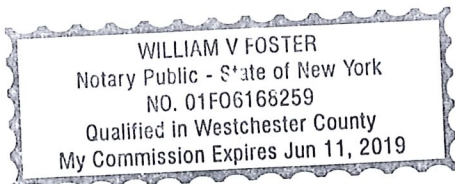
The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears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

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

  
\_\_\_\_\_  
SIGNED

SWORN to before me this 18<sup>th</sup> day  
of January, 2018

  
\_\_\_\_\_  
Notary Public



**SCHEDULE "G"**  
**CONTRACTOR DISCLOSURE FORM**

**Instructions:** The Contractor Disclosure Form has been developed to collect information from contractors who wish to do business with the City of Yonkers, to ensure that the City of Yonkers is in compliance with all local, county, state and federal mandates.

1. Every Contractor submitting a bid or proposal to the City of Yonkers must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
3. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
4. This Contractor's Disclosure Form need only be filed with the Director of Purchasing when submitting a bid for the first time in which this form is required. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification/contract number and the date the form was submitted.
5. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within ten (10) working days of the change which shall be submitted to the Director of Purchasing citing the contract name/number, if applicable.
7. Providing any false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. A contractor shall not perform any work whatsoever without first having submitted a Disclosure Form.

Bid Name/Specifications: RFP #368 - Fuel Oil to Natural Gas Conversion Study/Report

Contractor Name: Barile Gallagher Associates Consulting Engineers, P.C.

Contractor Address: 39 Marble Avenue

City: Pleasantville State: NY Zip Code: 10570

List of all other Addresses of Contractor: \_\_\_\_\_

\_\_\_\_\_

(Assumed Name, if any): \_\_\_\_\_

Contact Person: Laurence Barile

Contractor Telephone No: (914) 328-6060

Contractor Fax No.: (914) 328-9304

Email Address: LBarile@BGA-Eng.com

Federal Employer I.D. # or Social Security #: 13-3073756

Supplier is a certified Minority/Women Business Enterprise: MBE  WBE  Neither

**A. DISCLOSURE OF OWNERSHIP INTEREST**

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a (check one):  For Profit Corporation       Sole Proprietor/Consultant  
 Partnership       Not-For-Profit Corporation  
 Limited Liability Company       Other: \_\_\_\_\_  
 Joint Venture

SECTION I. FOR PROFIT CORPORATIONS

a. Incorporated in the State of New York

b. Corporation in good standing: Yes  No

c. Authorized to do business in the State of New York: Yes  No

d. List below the names of all **Directors** and **Officers** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address
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<u>Laurence Barile</u>	<u>President/Treasurer</u>	<u>11 Ashland Ave Pleasantville, NY 10570</u>
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<u>Paul Gallagher</u>	<u>Vice President/Secretary</u>	<u>89 Ridgeland Road South Salem, NY 10590</u>
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e. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
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<u>Laurence Barile</u>	<u>11 Ashland Ave Pleasantville, NY 10570</u>	<u>80%</u>
------------------------	-----------------------------------------------	------------

<u>Paul Gallagher</u>	<u>89 Ridgeland Road South Salem, NY 10590</u>	<u>20%</u>
-----------------------	------------------------------------------------	------------

f. Is the corporation owned partially or completely by one or more other corporations? YES (X) NO ( ). If "Yes", provide the above information, as applicable, for each of said corporations.

Name (Print or Type)	Address	Federal Employee ID#	Ownership Interest

**SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES**

a. If the Contractor is a partnership or limited liability company indicate, or attach list, the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)	Address	Ownership Interest

**SECTION 3. JOINT VENTURES**

a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)	Address	Ownership Interest

**SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS**

a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO { }.

If "YES" complete items b and c of this Section.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

Name(s) of Principal(s) (Print or Type)	Address
_____	_____
_____	_____
_____	_____

c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or maybe exercised:

Name(s) of Principal(s) ( Print or Type)	Address	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. Incorporated in the State of \_\_\_\_\_

b. Authorized to do business in the State of New York: Yes ( ) No ( )

c. Is corporation a 501(c) 3 organization? Yes ( ) No ( )

d. List below the names of all **Directors** and **Officers** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES**

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type) Address Ownership Interest

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**B. ETHICS CODE**

The Contractor acknowledges that it is familiar with the City of Yonkers Code of Ethics (City Charter Article IA), as amended from time to time.

- 1. To its knowledge, the Contractor is in compliance.
- 2. To its knowledge, the Contractor is **not** in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the City of Yonkers or a current or former member of the Yonkers City Council? Yes \_\_\_\_\_ NO .

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

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**D. DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the City.
2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of



another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

**B. Disclosure**

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Relationship	Address	FEIN#
<hr/>			
<hr/>			
<hr/>			
<hr/>			

2. This Disclosure relates to the following Contract/purchase order: \_\_\_\_\_

**CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:**  X

**IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.**

**E. WORK RELATED DISCLOSURE**

For purposes of this section, "Controlling Person" means an affiliated entity or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

**If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).**

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?

YES  X  NO \_\_\_\_\_

If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.

Less than 1 year ago our company name changed from Damiano Barile Engineers, P.C. All that changed is the name. Our current ownership has not changed in the last ten years.

2. Has the Contractor or Controlling Person(s) previously performed work for the City?

YES  NO

If "Yes", please list the date and nature of goods or services provided to the City.

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Our firm has provided consulting engineering services to the City of Yonkers and the Yonkers Public Schools for most of its 46 year history.

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3. In the past five years has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency?

YES  NO

If "Yes", please list the agency, date and nature of goods rendered or services performed.

4. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts?

YES  NO

If "Yes", please attach explanation.

5. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation?

YES  NO

If "Yes", please attach explanation.

6. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?

YES  NO

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

7. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed?

YES \_\_\_\_\_ NO X

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

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8. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers.

YES \_\_\_ NO X

If "Yes," please list the address of each property.

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9. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the City: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.

YES \_\_\_\_\_ NO X

If "NO", please attach explanation.

**If the Contractor is a construction contractor, please complete the following questions:**

10. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "Yes", please attach all violations and state whether the violations caused injuries.

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11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of New York prevailing wage requirements?

YES \_\_\_\_\_ NO \_\_\_\_\_ If "Yes", please attach explanation.

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12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "Yes", please attach explanation.

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13. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If "Yes", please attach explanation.

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

If "Yes", please attach explanation.

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## **G. CONTRACTOR CERTIFICATION**

### **A. Contractor**

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Yonkers, the State of New York, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- c. Made an admission of guilt of such conduct described in Section I(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.

**B. Subcontractor**

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above.

**C. Certification Regarding Suspension and Debarment**

- 1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the City;
  - b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
  - d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.

2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

**D. Anti-Collusion**

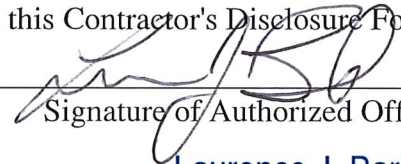
The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

**INCORPORATION INTO CONTRACT DOCUMENT**

The above certifications shall become part of any Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Contract awarded to the Contractor, and any extension thereof.

**ATTESTATION CLAUSE**

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the City to verify the information provided in this Contractor's Disclosure Form. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.



Signature of Authorized Officer

**Laurence J. Barile**

Name of Authorized Officer (Print or Type)

**President**

Title

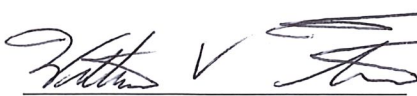
**January 18, 2018**

Date

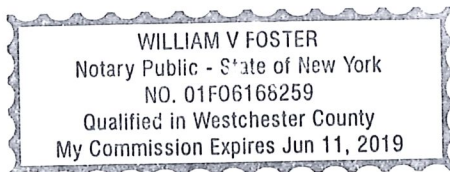
State of New York  
County of Westchester

Signed and sworn to before me this 18<sup>th</sup> day  
of January, 2018

My commission expires: 6/11/19



Notary Public Signature



**SCHEDULE "H"**  
**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the City of Yonkers and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the City of Yonkers for the required services. The undersigned agrees and understands that the City of Yonkers is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the City of Yonkers, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the City of Yonkers and approved by the Office of the Corporation Counsel.

It is understood and agreed that the City of Yonkers reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City of Yonkers reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the City of Yonkers is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

**Laurence J. Barile**

\_\_\_\_\_  
*(Legal Name of Person, Firm or Corporation)*

By: \_\_\_\_\_



\_\_\_\_\_  
*(Signature of Authorized Representative)*

**President**

\_\_\_\_\_  
*(Title)*

Dated: January 19, 2018