



REQUEST FOR QUOTATION - This Is Not an Order

Date: 11/20/2018

REF. RFQ 2019-2557

TO: Prospective Bidders

PLACE OF PERFORMANCE: VARIOUS YONKERS PUBLIC SCHOOLS AS PER SPECIFICATIONS.

If price quotes must be firm, i.e., no price adjustments are allowed. All quotes are deemed F.O.B. Destination. Payment terms are Net 30 Days, unless a discount is offered for prompt payment. NOTE: The New York State Tax Law exempts the City of Yonkers from the payment of sales and use taxes on all purchases – tax exemption numbers are not issued to governmental entities. The Tax Law states that vendors are not required to collect tax when they are presented with the City’s official Purchase Order or Contract document.

	QUOTE NOT LATER THAN	F. O. B.
	TUESDAY, 11/27/2018 AT 2:00 PM	DESTINATION

NOTICE TO CONTRACTOR: If this work involves the employment of laborers, workmen, or mechanics under Articles 8 or 9 of the NYS Labor Law, the Contractor and its Subcontractors (if any) must pay these employees at least the Prevailing Wage rate and supplements, and these employees may not work more than the number of hours and days as set forth by the NYS Department of Labor per the Labor Law. The current NYS Prevailing Wage Schedule can be found at <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>. All Plumbing and Electrical Contractors engaged on this project must be licensed by Westchester County (914-995-2000). Licensing information can be obtained at: <http://consumer.westchestergov.com/trades/plumbers-and-electricians>. Bidder warrants under penalty of perjury that it’s Quote was arrived at independently and without collusion aimed at restricting competition. Any resultant contract shall be construed in accordance with the laws of the State of New York. The Contractor will be required to provide at his own cost and expense any and all safety devices as may be required by the Project Manger. All work must comply with applicable Federal, State, and local laws, rules, and regulations. Contractor shall be responsible for removal of all waste material from the job site and for its lawful disposal. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work. **Required Insurance coverage:** A) The Contractor shall provide Worker’s Compensation Insurance and Employer’s Liability Insurance as required under the New York State Worker’s Compensation Law. B) The Contractor shall maintain Commercial General Liability Insurance, listing YONKERS as an additional insured, in the minimum amount of \$1,000,000 in the aggregate, \$500,000 each incident, with a company or companies licensed in New York State with an A or better Best Rating. The Certificate of Insurance for the above coverage **must** bear a notation evidencing a **minimum of 30-day cancellation notice** to YONKERS, and **list the City of Yonkers/Yonkers Public Schools as additional insured with a waiver of subrogation in favor of the additional insured.**

RETURN QUOTATION VIA EMAIL TO: DANIEL CANDEIAS - Office Tel.: 914-376-8056 Email: Daniel.Candeias@YonkersNY.gov

NY STATE PREVAILING RATE CASE NUMBER: **PRC# 2018012525** - THE RESULTANT CONTRACT SHALL BE REGISTERED WITH THE NYS DEPT. OF LABOR. CERTIFIED PAYROLLS MUST BE SUBMITTED WITH PAYMENT REQUISITIONS. THE PREVAILING WAGE CASE NUMBER WILL BE LISTED ON THE AWARDED PURCHASE ORDER.

Scope of work:

The City of Yonkers is seeking a vendor to furnish and maintain a comprehensive chemical treatment services and a cooling tower maintenance program for the Yonkers Public Schools district as per Schedule “A” Scope of Services provided below. Please complete Schedule “B” with your pricing information.

Empty rectangular box for additional information or comments.

SCHEDULE "A"
SCOPE OF SERVICES

**CHEMICAL TREATMENT AND COOLING TOWER MAINTENANCE
PROGRAM**
TECHNICAL AND BID SPECIFICATIONS

Introduction

This is an annual contract to provide chemical treatment services and a cooling tower maintenance program for the Yonkers Public Schools (YPS) (District) on a requirement, and unit price bid basis.

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

Qualifications of Bidders

In addition to those requirements listed elsewhere, the Contractor must demonstrate a minimum of five (5) years of experience in chemical treatment and cooling tower maintenance programs by submitting at a minimum three (3) references with a list and description of similar work completed or in progress with Owner names, contact personnel and telephone numbers.

Time Restrictions

The contractor is generally permitted to work at any time during normal business hours, Monday through Friday, 8:00 am to 4:00 pm as long as school operations are not being adversely effected. The District will direct the time and locations for various work operations. Work outside normal business hours will be permitted at the discretion of the District.

PART 1 - SCOPE OF WORK:

ITEM 1.1: Chemical Water Treatment Program

The Contractor shall furnish and maintain a comprehensive chemical water treatment program for the heating and cooling system in eleven (11) schools, which shall cover treatment (dependent upon the particular system) of Boiler Water, Feed Water Systems, Condensate Systems, Closed Hot Water Heating Systems, and Chilled Water and Condenser Water Systems. **Some locations have to be serviced for 12 months while other locations for 7 months**, (List of schools and service period provided below). The Contractor shall provide for:

- 1) All normal quantities of non-phosphate chemicals required to treat the above-mentioned systems for the periods indicated.
- 2) Monthly service visits to each location to include the application of chemicals, job site analysis of the treated system, instruction to District's operating personnel on existing conditions and adjustments of chemical feed (and bleed) equipment.
- 3) Monthly reports to be forwarded indicating the existence of any abnormal condition.

<u>Location, Equipment and Months of Operation</u>			
Item	School	Equipment	Month of Operation
1.1.01	Riverside H.S. 565 Warburton Ave	Closed hot water heating, chilled water & cooling tower	July – June (12 months)
1.1.02	PS #5 118 Lockwood Ave	Closed hot water heating-two boilers	October – April (7 months)
1.1.03	Saunders H.S. 183 Palmer Rd.	Cooling tower and chilled water Closed hot water heating	July – June (12 months)
1.1.04	Yonkers M.H.S. 150 Rockland Ave	Cooling tower and chilled water Closed hot water heating	July – June (12 months)
1.1.05	Cross Hill Academy 160 Bolmer Ave	3 LPS boilers	October – April (7 months)
1.1.06	Museum School 25 579 Warburton Ave.	2 LPS boilers	October – April (7 months)
1.1.07	P.S. #29 47 Croydon Rd.	3 LPS boilers 2 hot water boilers	October – April (7 months)
1.1.08	Cesar E.Chavez 20 Cedar Place	2 LPS boilers	October – April (7 months)
1.1.09	P.S. #21 100 Lee Ave.	2 LPS boilers	October – April (7 months)
1.1.10	Roosevelt H.S. 631 Tuckahoe Rd.	3 Eastmond LPS boilers	October – April (7 months)
1.1.11	William Boyce Thompson School 1061 North Broadway	2 Federal boilers Steam system	October – April (7 months)

Method of Measurement. The Contractor will be paid the unit price bid under this Item for the monthly chemical treatment service performed at a School. Some schools have more than one equipment that has to be treated. The Contractor will verify the number of units in each school and bid accordingly. Payment is made for each time a chemical treatment is performed per school and not for individual units. The number of monthly chemical treatments varies from school to school. Refer to the above table for the service schedule.

Basis of Payment – The Contractor is to provide all labor, material, equipment, tools and transportation to provide the YPS with monthly chemical treatment. Payment is to be made under Item 1.1.01 through Item 1.1.11.

ITEM 1.2 Miscellaneous Additional Work (Owner Directed Work)

Work under this item will include the labor, materials and equipment required to enact repairs and perform services not listed in other parts of this contract.

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

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

Method of Measurement. The quantity of Miscellaneous Additional Work shall be the number of hours in labor and the cost of parts supplied. Parts will be paid per item installed at the actual wholesale invoice prices plus a bid percentage mark-up.

Basis of Payment. The unit price bid shall cover the cost of furnishing all labor, transportation, parts, and the cost of disposal of same, necessary to complete the work as directed. Payment will be made under:

- 1.2.01 Miscellaneous Additional Work – LABOR per hour
- 1.2.02 Miscellaneous Additional Work – PARTS lump sum, by invoice

ITEM 2: Cooling Tower Maintenance Program and Plan (CTMPP) NYS Regulation.

The Contractor shall provide for the Tower visual inspection, disinfection and Legionella testing services for the following 3 cooling water tower systems.

Location	Systems to be treated
i) Riverside High School	(2) 225 Ton BAC Tower
ii) Saunders High School	(2) 266 Ton Marley Tower
iii) Yonkers Middle School	(2) 451 Ton Marley Tower

Monthly service visit between the months of April through October shall include computer generated reporting on visual conditions and disinfection verification. Visual condition and bacteria culture testing shall be documented as per Public Health and Health Planning Council and Commissioner of Health Section 225 (5) a, Part 4, Title 10 guidelines.

The Contractor shall perform 9 Legionella sampling and reporting per season. 3 tests per location (total 3 locations) shall be taken in the months of April, July and September.

The Contractor shall schedule follow-up visits for 3-5 days after disinfection for bacteria culture testing including Legionella sampling and testing. Legionella report must be sent in within 7 days of testing.

Method of Measurement. The Contractor will be paid the unit price bid under this Item for the monthly cooling tower maintenance performed at a School.

Basis of Payment. The contractor shall be paid the price bid for each month the above work is performed at each school. The cost of work (Legionella) that is to be done 3 times in a year is to be included in the price bid per month. Payment is to be made under Item 2.01 through Item 2.03.

PART 2.

MAINTENANCE CONTRACT SCHOOL REQUIREMENTS

2.1 QUARTERLY MEETINGS WITH THE DISTRICT

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

2.2 SIGNS AND BARRIERS

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

2.3 TIME RESTRAINTS

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

2.4 EMERGENCY CALL-OUT RESPONSE

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

2.5 SCHOOL RESTRICTIONS.

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

1. Every employee of the Contractor must sign in and out of each building with the head custodian for each service call.
2. Every employee of the Contractor must sign the AHERA Short Term-Worker Asbestos Log Book (see section on Asbestos containing material) with the head custodian upon entering the building for each service call.
3. Be restricted to the zone of work and not permitted access to any areas of the building and grounds not specifically related to the work at hand.
4. Wear and display prominently a photo identification badge at all times.
5. Refrain from any and all fraternization or undue communication with students or teachers.
6. Take direction only from the Deputy Director of School Facilities and or his assigned agent.
7. Refrain from smoking anywhere on YPS grounds.
8. Store all construction material in a safe and secure manner.
9. Comply with OSHA regulations regarding personal protection equipment. (e.g., head ,eye and ear protection)

2.6 NOISE

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

2.7 FUMES

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

2.8 OFF-GASSING

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

2.9 COMPLIANCE.

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

2.10 OR EQUALS

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

2.11 QUALITY

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

2.12 SITE ACCESSIBILITY

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

2.13 NON-DISCRIMINATION

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

2.14 DAMAGE

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

2.15 SUBCONTRACTING

Under this contract, sub-contracting shall not be permitted without prior written approval by YPS. All proposed subContractors must be submitted to the YPS for approval to work on this project prior to them occupying the site. The YPS reserves the right to preview and approve all contract between the prime and their subContractors.

2.16 MATERIALS / PARTS

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

2.17 LIQUID WASTE

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

2.18 GUARANTEE/WARRANTY

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

2.19 MAINTENANCE OF THE WORK SITE

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

2.20 ASBESTOS CONTAINING MATERIALS

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

B. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall review the Yonkers Public Schools Asbestos Hazard Emergency Response Action

(AHERA) Triennial Reinspection Report (latest edition) and any other Inspection data available from the District to determine how to perform the work to avoid disturbing asbestos containing building materials.

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

The AHERA report is located in the School administration office (Main Office).

2.21 CLEAN UP

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

2.22 PAYMENT SUBMISSION REQUIREMENTS

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

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

2. Back-up Work Tickets that show:
 - a) Date of work
 - b) School Name (One ticket per school)
 - c) Time of arrival at site, time of departure
 - d) Custodian signature on work tickets
 - e) Name of each technician on site (Print and Sign)
 - f) Description of work preformed
 - g) List of parts replaced

3. Itemized sheet showing the Bid Items and the quantity of each being requisitioned.

4. Contractor to supply actual wholesale invoices for all parts supplied for and noted on the work ticket.

5. Certified Payroll on forms recognized by the NYS Dept. of Labor.

SCHEDULE "B"
BID SCHEDULE OF PRICES

PART 1

Chemical Water Treatment Program

Items 1.1.01 through Item 1.1.11

Location, Equipment and Months of Operation				Cost			
Item #	School	Equipment	Month of Operation	Price Per Month		Total Cost	
				Unit Cost Per Month		Months of Operation Multiplied By Price Per Month	
				DOLLARS	CENTS	DOLLARS	CENTS
1.1.01	Riverside H.S. 565 Warburton Ave	Closed hot water heating, chilled water & cooling tower	July - June (12 months)	233	33	2800	00
1.1.02	PS #5 118 Lockwood Ave	Closed hot water heating-two boilers	October - April (7 months)	125	00	875	00
1.1.03	Saunders H.S. 183 Palmer Rd.	Cooling tower and chilled water Closed hot water heating	July - June (12 months)	233	33	2800	00
1.1.04	Yonkers M.H.S. 150 Rockland Ave	Cooling tower and chilled water Closed hot water heating	July - June (12 months)	250	00	3000	00
1.1.05	Cross Hill Academy 160 Bolmer Ave	3 LPS boilers	October - April (7 months)	125	00	875	00
1.1.06	Museum School 25 579 Warburton Ave.	2 LPS boilers	October - April (7 months)	125	00	875	00
1.1.07	P.S. #29 47 Croydon Rd.	3 LPS boilers 2 hot water boilers	October - April (7 months)	125	00	875	00
1.1.08	Cesar E. Chavez 20 Cedar Place	2 LPS boilers	October - April (7 months)	125	00	875	00
1.1.09	P.S. #21 100 Lee Ave.	2 LPS boilers	October - April (7 months)	125	00	875	00
1.1.10	Roosevelt H.S. 631 Tuckahoe Rd.	3 Eastmond LPS boilers	October - April (7 months)	125	00	875	00
1.1.11	William Boyce Thompson School 1061 North Broadway	2 Federal boilers Steam system	October - April (7 months)	142	85	1000	00

TOTAL COST: WRITTEN IN FIGURES: \$ 15,725.00

TOTAL COST: ITEMS 1.1.01 - 1.1.11 WRITTEN IN WORDS: FIFTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS ⁰⁰ CENTS

Miscellaneous Additional Work (Owner Directed Work)

Items 1.2.01 through 1.2.02

Item #	Description	Total Cost	
		DOLLARS	CENTS
1.2.01	<p style="text-align: center;">LABOR – PER HOUR (\$ <u>0</u> /HR) x 50 HOURS</p> <p style="text-align: center;">A: Estimated Hours = <u>50 Hours</u> B: Labor Rate = \$ <u>0</u> /HR C: Total Cost = A x B</p>		00
1.2.02	<p style="text-align: center;">PARTS – LUMP SUM, BY INVOICE - BID PERCENTAGE MARK-UP</p> <p style="text-align: center;">A: Estimated Parts Required (Wholesale) = <u>\$8,000.00</u> B: Proposed Mark-up = <u>18</u> % C: Total Cost = A + (AxB)</p> <p style="text-align: center;"><u>[It should be your mark-up plus \$8,000.00 unless you are bidding a discount.]</u></p>	9 440	00

TOTAL COST: WRITTEN IN FIGURES: \$ 9,440.00

TOTAL COST: ITEMS 1.2.01 - 1.2.02 WRITTEN IN WORDS: NINE THOUSAND FOUR HUNDRED FORTY ²⁰⁰/_{00/100} CENTS

PART 2

Cooling Tower Maintenance Program and Plan (CTMPP) NYS Regulation

Items 2.01 through Item 2.03

Location, Equipment and Months of Operation				Cost			
Item #	School	Equipment	Month of Operation	Price Per Month		Total Cost	
				Unit Cost Per Month		Months of Operation Multiplied By Price Per Month	
				DOLLARS	CENTS	DOLLARS	CENTS
2.01	Riverside H.S. 565 Warburton Ave	(2) 225 Ton BAC Tower	April – October (7 months)	140	00	980	00
2.02	Saunders H.S. 183 Palmer Rd.	(2) 266 Ton Marley Tower	April – October (7 months)	140	00	980	00
2.03	Yonkers M.H.S. 150 Rockland Ave	(2) 451 Ton Marley Tower	April – October (7 months)	140	00	980	00

TOTAL COST: WRITTEN IN FIGURES: \$ 2,940.00

TOTAL COST: ITEMS 2.01 - 2.03 WRITTEN IN WORDS: TWO THOUSAND NINE HUNDRED FORTY ²⁰⁰/_{00/100} CENTS

Submission of a quote will be constructed as evidence that the contractor has thoroughly examined all the work to be done and familiarized themselves as to the nature and scope of work and difficulties that will be a part of its execution for the construction work and that later claims for labor, equipment or materials required for difficulties encountered which could have been averted had such an examination been made will not be recognized.

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

TOTAL BID - ITEMS 1.1.01-1.1.11 + 1.2.01-1.2.02 + 2.01-2.03, INCLUSIVE

PLEASE PRINT

WRITTEN IN WORDS: TWENTY EIGHT THOUSAND ONE HUNDRED FIVE Dollars DOLLARS AND ZERO Cents

WRITTEN IN FIGURES: 28,105.00

LEGAL NAME OF CONTRACTOR: SYNTEC CORPORATION

ADDRESS: 4060 N. DUPONT HWY UNIT NO. 9
NEW CASTLE, DE 19750

PREPARED BY: THERESA KISIELEWSKI

TITLE: PRESIDENT

TELEPHONE NO.: 302 421 8393

EMAIL: theresa@syntec.com

DATE: 11/27/18