



CITY OF YONKERS

BUREAU OF PURCHASING, THIRD FLOOR
ONE LARKIN CENTER, YONKERS, NY 10701-3888

Telephone (914) 377-6030; Fax (914) 377-6032

COVER SHEET - INVITATION FOR BIDS
SOLICITATION & CONTRACT DOCUMENTS FOR

Purchase up to 5 Chevrolet Bolt EUV LT or equal

BID NUMBER: RFB-6872A
OPENING DATE: December 16, 2022
TIME: 2:00 PM (PREVAILING TIME)
BOCS APPROVAL DATE: _____
ASSIGNED BY PURCHASING
CONTRACT NO.: _____
ASSIGNED BY PURCHASING

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: DENOYER CHEVROLET
ADDRESS: 127 WOLF RD, ALBANY 12205
(P.O. Boxes are not acceptable)
CONTACT: STEVE GORDON TITLE FLEET + GOVT MGR
PHONE NO.: 518-469-8804 FAX: _____
EMAIL: SGORDON@DENOYERCHEVROLET.COM
DATE: 12/10/22

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

CITY OF YONKERS
INFORMATION FOR BIDDERS COVER SHEET – BID NO. RFB-6872A

1. Bid No.: **RFB-6872A**
2. Description: **Purchase up to 5 Chevrolet Bolt EUV LT or equal**
3. Deliver to/Place of Performance: **VEHICLE MAINTENANCE**
1130 NEPPERHAN AVENUE, YONKERS, NY 10703
4. Pre-Bid / Site **N/A**
Inspection: Date: _____
Meeting Time: _____
Location _____

5. Purchasing Name: **FRANCIS BROWN**
Contact Phone: **914-376-8056**
E-mail: **FRANCIS.BROWN@YONKERSNY.GOV**

6. Date, time, and place Bids are due:
December 16, 2022, 2:00 PM (PREVAILING TIME), PURCHASING OFFICE, ONE LARKIN CENTER, 3RD FLOOR, YONKERS, NY 10701

All questions regarding the contents of this bid must be submitted in writing to the Purchasing Contact listed above. Questions may be submitted by email. Answers to all inquiries will be given to all prospective vendors in the form of a formal addendum to the solicitation and shall be annexed to and become part of the ensuing contract.

Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the City 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 City.

Prospective Bidders are reminded that they are responsible for ensuring that they receive all addenda. All addenda will be posted on the Empire State Purchasing System (“ESPS”) website at <http://www.empirestatebidsystem.com/>. All vendors are encouraged to register online with ESPS to receive additional notifications of bid opportunities and bid amendments from the City of Yonkers and over 140 other municipalities. This regional online bid notification system provides instant access to all participating agencies’, Bids, RFPs, Request for Quotes, and Amendments from one website.

Vendors are also encouraged to visit the Yonkers Purchasing Department website at <http://www.yonkersny.gov/> to learn more about doing business with the City of Yonkers.

INFORMATION FOR BIDDERS

- I. The description and delivery location for which bids are requested and the time and place for receipt of bids are set forth on the Cover Sheet of the Information for Bidders.

II. **Bid Submission Requirements:**

The following items are to be fully completed **AND RETURNED** as part of the bid:
DO NOT RETURN ENTIRE BID PACKAGE - ONLY RETURN THE PAGES LISTED BELOW. MAKE A COPY OF THIS BID DOCUMENT FOR YOUR RECORDS.

- A. Bid Cover Sheet – **Page 1**
- B. Bid Schedule of Prices: ☒ Itemized, **Page 14 and Schedule “B”**
- C. Bid and Bidder’s Affidavit – **Pages 16-21 - SIGNED AND NOTARIZED.**
- D. Bid Security: ☐ Applicable ☒ Not Applicable
- E. Vendor Background Questionnaire – **Pages 22-28 - SIGNED AND NOTARIZED.**
- F. **Contract Signature Pages – Pages 42-43**
- G. Schedules “B” and “D” through “G” **Pages 45-53**

MAKE SURE BID SCHEDULE OF PRICES (BSP) IS SIGNED AND ALL LINES COMPLETED even if you are quoting any line as zero (0) you must put Zero. Do **NOT** leave any blank spaces.

Non-compliance with any of the above bid submission requirements may result in the disqualification of the bid.

III. Examination of the Contract Documents and Site:

- A. Prospective Bidders shall examine the Contract Documents carefully and, before bidding, shall make a written request to the Purchasing Director or designee for clarification of any ambiguity, or correction of any inconsistency or error in the documents. **All inquiries must cite the page, section, and paragraph number. Inquiries may be submitted by fax or e-mail.**

Every request for such clarification should be received at least five (5) calendar days prior to the date fixed for the opening of the bid. Such clarification or correction, as well as any additional Contract provisions the City shall decide to include shall be issued in writing by the City as an addendum and will be available for downloading from the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>). Upon issuance, such addenda shall be binding on all Bidders. The requirements contained in all Solicitation Documents shall apply to all addenda.

- B. Only interpretations, corrections, or additional Contract provisions made in writing by the City as addenda shall be binding. No officer, agent, or employee of the City is authorized to clarify or correct the Contract Documents by any other method, and any such clarification or correction, if given, is not binding on the City.
- C. At the time of the opening of bids, each Bidder shall be presumed to have inspected the site (if applicable) and to be thoroughly familiar with all the

Contract Documents. The failure of any Bidder to obtain, to examine all Contract Documents, or to request a clarification or correction, shall in no way relieve any Bidder from any obligation in respect to the bid of such Bidder.

- D. Any subsequently alleged ambiguity, not raised by the successful bidder prior to the submission of his or her bid, shall be conclusively and unilaterally resolved by the Purchasing Director.

IV. Site Inspection / Pre-Bid Conference: ☐ Applicable ☒ Not Applicable

A pre-bid conference/site inspection for all prospective Bidders may be held at a time and place to be announced by the City for the purpose of discussing the Contract Documents and requirements in an informal setting. Prospective Bidders are encouraged to attend this pre-bid conference/site inspection. Nothing stated at the pre-bid conference/site inspection shall change the terms and/or conditions of the Contract unless memorialized in writing as required herein.

V. Preparation and Submission of Bids:

- A. The City may reject as non-responsive any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- B. Bids must be submitted on the forms supplied by the City. Bids shall be enclosed in a sealed envelope, addressed to the City, and marked with the **name and address of the Bidder, the Bid Number, the Bid Opening date and time, and the description of the Project**. If the bid envelope is in turn enclosed in a special courier pouch or express mail envelope, such pouch or envelope must be denoted as **BID** and labeled with the same aforementioned information.
- C. All blank spaces for bid prices must be filled in, using both words and figures. When an error is made in extending total prices, the unit bid price will govern. In the event of a discrepancy between the Bid Amount in words and the Bid Amount in figures, the Bid Amount in words shall govern.
- D. Conditional bids shall be rejected. Bids shall not contain any recapitulation of the Work to be done. No oral, telegraphic, telephonic, or faxed bids or modifications shall be considered.
- E. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected as non-responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, will be rejected as non-responsive.
- F. Any bid may be withdrawn prior to the scheduled time for the opening of bids or the postponed date, if any.
- G. Any bid delivered after the opening date and time will not be accepted.
- H. A Bidder may not withdraw its bid during the **forty-five (45) calendar day** period following the actual date of the opening without prior approval of the City.

- I. Unbalanced bids may be rejected at the discretion of the City. Unbalanced bids shall be deemed to include any bid on any item which is not, in the opinion of the City based on a bona fide price for which the bidder can furnish the articles or perform the work covered by said item at cost or with substantially the same percentage of profit as he estimates to receive on the Contract as a whole.
- J. If “goods” are the subject matter of this contract they must be as specified in the contract documents and include the article(s) to be furnished, together with any labor, service, or other work necessary for satisfactory performance. Goods must be marked and packaged in accordance with U. S. Standard Measurements and nomenclature using the English language.
- K. If “services” are the subject matter of this contract they must be provided as specified in the contract documents and include the services to be furnished, together with any labor, material, or other work necessary for satisfactory performance.
- L. Pricing: All bid prices must be firm for the contract term, i. e., no price adjustments are allowed unless expressly permitted by the Bid Requirements.
- M. All bid prices are deemed to be F.O. B. Destination and shall include, without limitation, all delivery charges, demurrage, insurance, packaging, and any other expenses incidental to providing the goods or services specified.
- N. Taxes: The Tax Law exempts New York State governmental entities such as the City of Yonkers, from payment of New York State sales and use taxes on purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity’s official purchase order, contract, or other documentation which indicates that the purchaser is a New York State governmental entity. Tax exemption numbers are not issued to New York State governmental entities.
- O. Discounts: Payment will be made within 30 to 60 days of receipt of a proper invoice. Bidders may offer a cash discount for prompt payment. However, such discounts will not be taken into consideration in determining the low bidder.
- P. Item Award: Except as otherwise expressly indicated in the Bid Schedule of Prices, the contract(s) will be awarded on an “item” basis, i. e., a separate award will be made to the lowest responsive and responsible bidder for each item set forth on the Bid Schedule of Prices. The Bidder may bid on one or more or all items. A bidder will be considered only for the item(s) for which it has set forth a price on the Bid Schedule of Prices. Where the Bid Schedule of Prices calls for a single lump sum price, this will be considered as an item award.
- Q. Class Award: If indicated on the Bid Schedule of Prices as a class award then this contract will be awarded on a “class” basis, i. e., a single award will be made to the lowest responsive and responsible bidders based on the total aggregate price for all items set forth on the Bid Schedule of Prices. Where the Bid Schedule of Prices sets forth more than one class of items, the Bidder may bid on one or more or all of such classes, but the bidder must bid on each item within a given class.

A bidder desiring to bid “no charge” on an item in a class must indicate this clearly. A submitted Bid Schedule of Prices not setting forth the Bidder’s price for each item or “no charge” within a class may be deemed incomplete and be subject to rejection for that class.

- R. Provisions for other Agencies: Unless otherwise stipulated by the bidder, the bidder agrees when submitting their bid that they will make available to all City agencies and departments and the City School District the bid prices they submit in accordance with the bid terms and conditions, should any said department or agency wish to purchase under the resultant contract. In addition, pursuant to GML Section 103 subdivision 16, all political subdivisions in New York State may, provided all requirements have been met, “piggy-back” off resulting contracts of another political subdivision. Regardless of the foregoing, it is acknowledged and agreed that the City of Yonkers is not responsible for any debts incurred by any other political subdivisions purchasing off the resultant contract.
 - S. Quantities are Approximate: Where quantities specified in the Bid Schedule of Prices are identified as “estimated”, the Bidder understands that such quantities are not in any way guaranteed or represented as correct or intended to be relied upon and shall not be taken as final and shall form no basis for any claims for damages including, but not limited to anticipated profits in case they do not correspond with the final quantities actually ordered and that the City reserves the right to increase or to diminish or to omit entirely any of the quantities or items therein stated in the Bid Schedule of Prices.
 - T. Addenda: Bidders must attach copies of each addendum issued or otherwise acknowledge receipt of each addendum. An addendum which changes any part of the Bid Schedule of Prices must be attached or the change clearly incorporated into the Bid Schedule of Prices. The City in its sole and absolute discretion, may treat a failure to annex or acknowledge receipt of addenda or to any part of the Bid as a minor informality where addenda or portion of the Bid, as the case may be, is determined by the City not to be substantive in nature.
- 1. Catalogs: Each bidder must submit in duplicate where necessary or when requested by the Bureau of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish.
 - 2. Trade Names: In cases where an item is identified by a manufacturer’s name, model number, part number, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an “equal” unless the proposed “equal” is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive, except where standardization has occurred, and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of their bid exactly what they propose to furnish, and forwards with their bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by their bid.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or significant variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful bidder after the award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

3. Formal Specifications: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional errors or omission, but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A. S. T. M. standards, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of these specifications.

All deviations from the specifications should be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will cause the bidder to be strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

4. New Goods / Fresh Stock: Unless otherwise specifically stated in the Bid Requirements, all goods delivered against the resulting contract shall be new and unused, fresh stock, latest model, design or pack.
5. Determination of Bidder Responsibility; Vendor Background Questionnaire:
 - A. Bidders are obligated to submit a complete, truthful, and accurate Vendor Background Questionnaire with this bid. Failure to comply with the foregoing can result in the disqualification of the bid.
 - B. In addition, prior to the award of a contract, the City will conduct such investigations, as the City deems necessary to determine the responsibility of any Bidder and/or to determine the ability of any Bidder to perform the Work. All apparent low bidders are subject at the time of bid to a financial analysis.

The City may require the Bidder to submit one or more of the following:

1. Further detailed breakdown of its Bid Amount in a format and level of detail acceptable to the City.
2. The names and resumes of key personnel the bidder intends to assign to the work if awarded a contract.
3. The portions of the Work that the bidder intends to subcontract by trade and estimated dollar amount of each.

4. A list of contracts, award dates, award amounts, and Owner contact persons for projects the Bidder has recently been awarded or is currently working on.
- C. Delinquent contractors shall not be deemed responsible for purposes of awarding a 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.
- D. The City reserves the right to reject any bid if the information required by the City is not submitted as required or if the information submitted fails to satisfy the City that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract, or to complete the Work as contemplated.
6. Required Bonds: ☐ Applicable ☒ Not Applicable
- A. BID SECURITY. The bidder is required to submit bid security in the amount of percent of the total amount bid . All Bid Bonds received in connection with this bid will be returned to the Bidders, except the three lowest Bidders, within five days after the formal opening of bids; and the remaining Bid Bonds, except for the lowest responsible bidder, will be returned to the other bidders, after the Board of Contract and Supply has awarded the Contract.
- B. PERFORMANCE SECURITY. The bidder is required to submit performance security in the amount percent of the total amount bid . The performance security shall be delivered by the Contractor to the City within ten (10) business days after the receipt of a Notice of Award. If a Contractor fails to deliver the required performance security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsible bidder or the Contract may be rebid.
- C. PAYMENT SECURITY. Payment security is required in the amount of percent of the total amount bid . The payment security shall be delivered by the Contractor to the City within ten (10) business days after the receipt of a Notice of Award. If a Contractor fails to deliver the required payment security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsible bidder or the Contract may be rebid.
- D. ACCEPTABLE SECURITY. Acceptable security for bids, performance and payment shall be limited to:
1. a bond in a form satisfactory to the City
 2. a bank certified check or money order.
- E. Attorneys in fact who sign said bonds on behalf of a surety must affix to each bond a certified copy of their power of appointment, indicating the effective period.

- F. All bonds must be submitted on the exact form provided in the bid and contract documents. Note: AIA bond forms are not acceptable.**

7. Award of Contract, Rejection of Bids:

- A. SUBJECT TO THE CITY'S RIGHT TO REJECT ANY AND ALL BIDS, THE AWARD OF THE CONTRACT SHALL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**
- B. The City may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in its best interest to do so.**
- C. Rejection of all bids and negotiations with responsible bidders:**
- 1. The City may determine that it is appropriate to cancel the selection process after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:**
 - (a) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the City cannot determine the reasonableness of the bid price, or no responsible bid has been received from a responsible bidder; or**
 - (b) In the judgment of the City the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.**
 - 2. When the City has determined that the Invitation for Bids is to be cancelled and that use of negotiation is appropriate to complete the acquisition, the City may negotiate and award the Contract without issuing a new solicitation subject to the following conditions:**
 - (a) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the City to each responsible bidder that submitted a timely bid;**
 - (b) the negotiated price is the lowest negotiated price offered by any responsible bidder; and**
 - (c) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a timely bid.**

D. Tie Bids.

When two or more low responsible bidders are identical in price, the City will break the tie by giving priority first to a City of Yonkers bidder, second to a County of Westchester, New York bidder, and third to a State of New York bidder. If after such preferences are given a tie still remains, the award shall be made by a drawing by lot. The bidders involved shall be invited to attend the drawing.

E. Notice of Bid Acceptance.

A written Notice of Bid Acceptance / Contract Award or Purchase Order mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation for Bids shall be deemed to result in a binding contract without further action by either party.

XIII Audit by the Inspector General:

- A. Any Vendor who believes that there has been unfairness, favoritism, or impropriety in the bid process should inform the Inspector General of the City of Yonkers, Yonkers City Hall, Yonkers, New York 10701, telephone number (914) 377-6107.
- B. The Inspector General may, in his or her discretion, audit the bid process or otherwise investigate any allegations of wrongdoing and, if deemed necessary, issue a report on his or her findings to the Board of Contract and Supply.

XIV Authority to Do Business in New York

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).

XV Payments

To receive payments for Work completed, Contractor/Vendor shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the Accounts Payable Department (AccountsPayable@yonkersny.gov), which will be paid within 30 to 60 days of receipt, subject to compliance with the terms hereof. If you wish to receive payment electronically, you can enroll in the City's ACH payment program during the vendor enrollment process.

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

Item Award ☐Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

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

Written in Words: One hundred seventy five thousand five hundred
fifty Dollars zero Cents

Written in Figures: \$ 175,550.00

Discount for Prompt Payment: 0 % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: 45 Days

Bidder: DENOYER CHEVROLET

Address of Bidder: 127 WOLF RD
ALBANY NY 12205

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☒ No

Prepared By: Angela Stevens

Title: Secretary

Signature: Angela Stevens

Telephone No.: 518-816-1410 Fax No.: 518-458-6199

E-Mail: astevens@denoyerchevrolet.com

Date: 12/12/22

BID AND BIDDER'S AFFIDAVIT

Bid No.: RFB-6872A

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required goods and/or services ("the work") and meet all other obligations set forth in the Contract Documents, and all addenda thereto, whether received by the undersigned or not; for the total sum indicated below:

Bid Amount: One hundred seventy five thousand five hundred
fifty Dollars, zero Cents.
Printed in words

\$ 175,550.00

(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read the 1) Information for Bidders, 2) Form of Contract, 3) Schedule "A", Scope of Services, 4) All Schedules, and 5) all addenda (if any).

Bid Made by:

(Firm Legal Name) DENOOYER CHEVROLET

Address: 127 WOLF RD, ALBANY NY 12205

By: [Signature] Angela Stevens Secretary
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: 518-469-8804 Fax: 518-458-6199

Tax ID Number: 14-1542904 Date: 12/12/22

The Bidder's authorized representative on this Project shall be Steve Gordon

Additionally, by submission of this bid and the execution of the Bidder's Affidavit each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

A. The prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

A bid shall not be considered for award nor shall any award be made where [A], [B], [C] above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore: [affix addendum to this page if space is required for Statement.]

D. The bidder is not in arrears to the City of Yonkers upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of Yonkers;

E. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;

F. The Bidder shall make no claim on account of any variations between the quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;

G. The bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;

H. No member of the municipal government of the City of Yonkers nor any officer or employee of the City, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;

I. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:

1. File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
2. Intentionally falsify business records;
3. Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;
4. Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; and

5. Knowingly participate in the criminal activities of any organized crime group, syndicate or family, nor shall any person employed by or associated with any such organized crime family, syndicate or group participate through criminal means in any of the business affairs of the Bidder.

J. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:

1. is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
2. is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.

The Bidder shall immediately notify the City of any such event.

AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF New York, COUNTY OF Albany

as:

Angela Stevens being duly sworn,
says:

I am a member of Denoyer Chevrolet Inc.,
the above named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at 270 Nortonville Rd

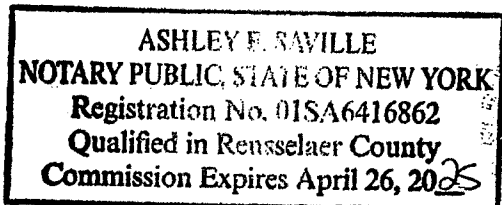
Valley Falls NY 12185

I have full knowledge of the matters pertaining thereto.

[Signature]
(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss:



On the 12 day of December, in the year 2022, before me personally
came Angela Stevens, to me known, who, being
by me duly sworn, did depose and say that he/she resides at
270 Nortonville Rd Valley Falls, NY 12185, that she is the
Controller of Denoyer Chevrolet Inc, the
corporation described in and which executed the above instrument; and that he/she signed his/her
name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and
submit this page with its bid

(Bid and Bidder's Affidavit)



ONE LARKIN CENTER 3RD FLOOR
Yonkers, New York 10701
(914) 377-6035
email: thomas.collich@yonkersny.gov

CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

BID NO.: RFB-6872A

OPENING DATE: December 16, 2022

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers **must be typewritten or printed in black or blue ink**. If you need more space to answer a question, **type or print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid **being rejected as non-responsive and, therefore, ineligible for award**.

GENERAL INFORMATION Initial Application: YES ☒ NO ☐ Revision: YES ☐ NO ☒

1. Submitting Business Name

EIN/SSN

Dun & Bradstreet #

"Doing Business As" Name(s), if any

Business Address and date business
located at this address

Other business addresses, if any (satellite
offices, plants, warehouses, branch offices
headquarters, etc.)

Mailing address, if different from above

Telephone Number

Fax Number

E-Mail

Contact Person and Title

Company website denvoyerchevrolet.com

DENOYER CHEVROLET INC

14-1542904

058173915

N/A

127 Wolf Rd,

Albany NY 12205

N/A

N/A

N/A

N/A

N/A

518-469-8804

518-458-6199

sgordon@denvoyerchevrolet.com

Steve Gordon, Fleet + Gov't Mgr

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☐ NO ☒ If YES, please provide details and explain: _____

3. Has this business changed addresses in the past five years? YES ☐ NO ☒ If YES, please provide all complete former addresses: _____

4. a. Date business was formed 4/21/72
b. Date business was incorporated 4/21/72

5. Type of Organization (Please circle one)

- a. Business Corporation
State/County in which incorporated S Corp - Albany NY
Name of individuals/entities incorporating business James S Dewayer
Joel M Dewayer
b. Sole Proprietorship
c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
d. Joint Venture
e. Non Profit
f. Not for Profit
g. Other (Explain) _____

6. Type of Business (Please circle one)

- a. Manufacturing
b. Distribution
☒ c. Retail
d. Commercial Service
e. Professional Service, Non Construction, Non-Law
f. Bank
g. Construction Manager
h. Architect
i. Engineer
j. General Contractor
k. Consultant (Specify) _____
l. Laboratory Testing and Analysis
m. Law Firm
n. Other (Explain) _____

7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise?
YES ☐, NO ☒. If YES, please explain. _____

- a. Do you perform outreach to any of these Enterprises to perform subcontracting work?
YES ☐, NO ☒
- b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☒ If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☒.
If YES, please provide date of purchase and name(s) of previous owner(s). _____

9. Does this business own ☐, rent ☒, or lease ☐ its office facilities? (Please check one). If leased or rented, please provide name, address, and telephone number of building owner/landlord. Dewayer Realty Inc. 127 Wolf Rd Albany NY 12205

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES ☐, NO ☒ If YES, please provide the name and address of the other entity and nature of relationship to this business.

11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

James S DeWooyer 127 Wolf Rd Albany, NY 12205
Joel M DeWooyer 1 Oakbrook Blvd, Saratoga Springs NY 12864

13. Number of Employees 165

14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☐, NO ☒. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES ☐, NO ☒. If YES, please provide details and explain.

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES ☐, NO ☒. If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:

a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES ☐, NO ☒

b. A vendor of or contractor to the City of Yonkers? YES ☐, NO ☒

c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☒

If YES to any above, please provide details and explain. _____

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain. _____

18. Has this business or any business listed in response to question 14 at present or has it ever been:
- a. Debarred by any agency* from entering contracts? YES ☐, NO ☒.
 - b. Found not responsible by any government agency? YES ☐, NO ☒.
 - c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☒.
 - d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☒.
 - e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☒.
 - f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☒.
 - g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☒.
 - h. Required to pay liquidated damages on a contract? YES ☐, NO ☒.
 - i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☒.
 - j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☒.
 - k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☒.
 - l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☒.
 - m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition on company letterhead.

- * Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.
- ** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☒.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
 - f. Entered a consent decree? YES ☐, NO ☒.
 - g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
 - Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☒.
 - Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
 - Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
 - Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
 - Entered a consent decree? YES ☐, NO ☒.
 - Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☒. If YES, explain _____
-
22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☒.
- If YES, explain _____
-
23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
<u>NYS Dealer License</u>	

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

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers?
YES ☐ NO ☒

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

26. **If requested, the Bidder shall provide a list of references on company letterhead in this format:**

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-contractor
8. If you were the prime contractor and sub-contractors were used, identify the names of the sub-contractors and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Angela Stevens, being duly sworn, state that I am the
Print or Type Name of Bidder/Proposer Authorized Representative
Secretary of Denooyer Chevrolet, Inc. and Print or
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

[Signature]
Signature of Bidder/Proposer Authorized Representative

STATE OF NEW YORK

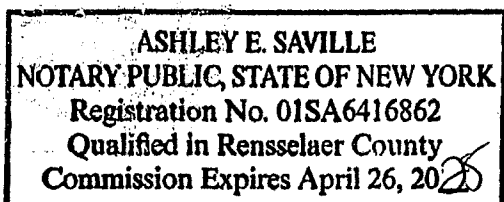
COUNTY OF RENSSELAER) ss:

On the 12 day of December, in the year 2008, before me personally came
Angela Stevens, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

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

[Signature]
Notary Public

Place Notary Public Stamp Here:



Commissioner. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

THIRTY-NINTH: The Contractor shall remove all waste material in connection with the Work from the property of The City of Yonkers, if any. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

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

IN WITNESS WHEREOF, The City of Yonkers and the Contractor have caused this Contract to be executed.

THE CITY OF YONKERS

By: _____
Name: Mike Spano
Title: Mayor

CONTRACTOR

By: Angela Stevens
Name: Angela Stevens
Title: Secretary

Approved as to form
and manner of execution

Corporation Counsel
City of Yonkers

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:

INITIATING DEPARTMENT:

PURCHASING CONTACT - BUYER:

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Angela Stevens,
(Officer other than officer signing contract)

certify that I am the Secretary of
(Title)
the DENVOYER Chevrolet Inc.
(Name of Corporation)

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

Angela Stevens
(Person executing contract)

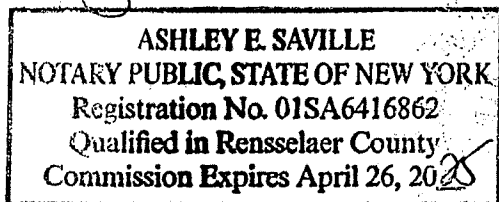
who signed said contract on behalf of the DENVOYER Chevrolet
(Name of Corporation)

was, at the time of execution Secretary
(Title of such person)

of the Corporation and that said contract was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

STATE OF NEW YORK)
CITY OF RENSSELAER) ss.:

Ashley E. Saville
(Signature)



On the 12 day of December in the year 2025 before me, the undersigned, a
Notary Public in and for said State, Angela Stevens personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at 270 Nortonville Rd Valley Falls NY 12185,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Ashley E. Saville
Notary Public

SCHEDULE "B"

BID SCHEDULE OF PRICES-Bid No. RFB-6872A

Description: Purchase up to 5 Chevrolet Bolt EUV LT or equal

MAKE SURE BID SCHEDULE OF PRICES (BSP) IS SIGNED AND ALL LINES COMPLETED even if you are quoting any line as zero (0) you must put Zero. Do NOT leave any blank spaces.

ITEM	QTY	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	5	2023 or newer Chevrolet EUV LT <ul style="list-style-type: none"> Standard 17" Silver painted aluminum wheels Jet Black, Cloth seat trim MODEL YEAR: <u>2023</u> Variable colors (No red) LIST COLORS <u>White/silver</u> MAKE: <u>Chevrolet</u> MODEL: <u>Bolt EUV</u> MODEL YEAR: <u>2023</u> Variable colors (No Red): <u>White/silver</u> WRITTEN IN WORDS: <u>one hundred forty nine thousand</u> <u>\$ four hundred seventy five and 00/100</u>	\$29,895	00	\$149,475	00
2	5	Warranty WRITTEN IN WORDS: <u>\$ Twenty two thousand seventy five and 00/100</u>	\$4,415	00	\$22,075	00
3	5	SETS PDH - GM floormats MAKE: <u>Chevrolet (GM)</u> MODEL: <u>BOLT EUV MATS</u> MODEL YEAR: <u>2023</u> WRITTEN IN WORDS: <u>\$ One thousand five hundred and 00/100</u>	\$300	00	\$1500	00
4	5	5W4 - Fleet Special Service Vehicle package MAKE: <u>Chevrolet</u> MODEL: <u>BOLT EUV SSV PACKAGE</u> MODEL YEAR: <u>2023</u> WRITTEN IN WORDS: <u>\$ Two thousand five hundred and 00/100</u>	\$500	00	\$2500	00
		QUANTITY QUOTING: <u>5</u> TOTAL :	\$35,110	00	\$175,550	00

TOTAL BID - ITEMS 1 to 4, INCLUSIVE
RFB-6872A

PLEASE PRINT

WRITTEN IN WORDS: one hundred seventy five thousand five hundred fifty Dollars 200 Cents

WRITTEN IN FIGURES: \$175,550.00

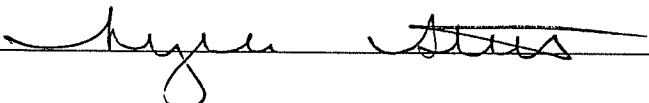
LEGAL NAME OF BIDDER DeNooyer Chevrolet

ADDRESS: 127 Wolf Rd

Albany, NY 12205

PREPARED BY: Angela Stevens

TITLE: Secretary

SIGNATURE: 

TELEPHONE NO.: 518-816-1410

EMAIL: astevens@denooyerchevrolet.com

DATE: 12/12/22

PLEASE PROVIDE

LEAD TIME IN WEEKS: 7

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

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

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

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

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

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

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

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

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

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

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: NIA
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: NIA
5. Are you certified with the Federal Government as a small disadvantaged business concern?
☐ Yes
☒ No
6. Name of Firm/Business Enterprise: Denoyer Chevrolet Inc.
Address: 127 Wolf Rd
Albany NY 12205
Completed By (Print Name/Title): Angela Stevens Secretary
Signature: [Signature]

SCHEDULE “E”

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Contract or by operation of law or in equity.

Agreed:

Denoyer Chevrolet Inc.
(Legal Name of Person, Firm or Corporation)

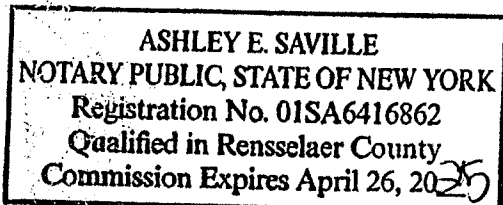
By: Angela Stevens
(Signature of Authorized Representative)

Secretary
(Title)

Dated: 12/12/22

SWORN to before me this 12 day
of December, 2022

Ashley E. Saville
Notary Public



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.

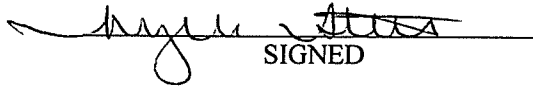
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under 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.

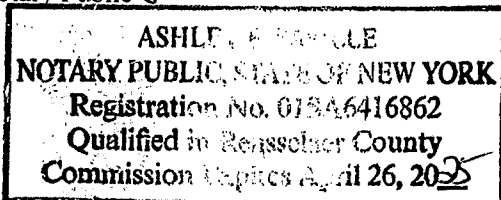
The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears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

I, Angela Stevens, being duly sworn, deposes and says that he/she is the Secretary of the Dennoyer Chevrolet Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 12 day
of December, 2022


Notary Public



SCHEDULE "G"
NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization —
UNDER PENALTY OF PERJURY, that to the best of the undersigned's knowledge and belief:
 - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: Denoyer Chevrolet Inc.
(print full legal name)

Date Signed: 12/12/22

Signature: [Signature]

Name of Person Signing Certificate: Angela Stevens
(print full legal name of signer)

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

SWORN to before me this 12 day
of December, 2022

[Signature]
Notary Public

