



# **WAYNE - FINGER LAKES**

Board of Cooperative Educational Services

NOTICE TO BIDDERS

BID PROPOSAL

TERMS AND CONDITIONS

GENERAL CONDITIONS

AND

BID SPECIFICATIONS/FORMS

## **COOPERATIVE ELECTRICITY SUPPLY BID WFL 2019-12**

BIDS TO BE OPENED:	October 18, 2018
TIME:	1:00 PM, local time
PLACE:	Wayne-Finger Lakes BOCES Business Office 131 Drumlin Court Newark, NY 14513-1863

**CONFIRMATION RECEIPT FORM**

**Bid Title: WFL 2018-12 Cooperative Electricity Supply Bid**

Please complete and return this page to the Wayne-Finger Lakes BOCES by mail, email (wflpurchasing@wflboces.org) or fax (315/ 332-7409)

To: Lisa Parkison, CPPO, CPPB  
Purchasing Director  
Wayne-Finger Lakes BOCES  
131 Drumlin Ct.  
Newark NY 14513-1863

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU **WILL RECEIVE THE ACCOUNT DATABASE WHICH LISTS THE PARTICIPANTS AND ACCOUNT NUMBERS AS WELL AS ALL FURTHER COMMUNICATIONS** REGARDING THIS BID. THE LIST WILL BE SENT TO THE PERSON LISTED BELOW ON THIS FORM.**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

LEGAL NOTICE TO BIDDERS

The Board of Cooperative Education Services for Ontario, Seneca, Wayne and Yates Counties,  
hereby invites the submission of sealed bids on:

**Cooperative Electricity Supply Bid  
WFL 2019-12**

Bids will be received until 1:00 p.m., October 18, 2018 by the Wayne-Finger Lakes BOCES  
Business Office, at which time and place they will be publicly opened and read.

Specifications and bid forms and/or addendum may be obtained at the same office or on-line at  
**[www.bidnetdirect.com](http://www.bidnetdirect.com)**

Wayne-Finger Lakes BOCES  
131 Drumlin Court  
Newark, NY 14513-1863  
315-332-7415

By: Lisa Parkison, CPPO, CPPB  
Purchasing Director  
9/6/2018

**COOPERATIVE ELECTRICITY SUPPLY BID  
WFL 2019-12**

Bid will be effective from  
January 1, 2019 – December 31, 2019

Wayne-Finger Lakes BOCES reserves the right to reject any and all bids, to waive any informality  
therein and to hold all bids for a period of forty-five days for proper analysis.

## COOPERATIVE ELECTRICITY SUPPLY BID WFL 2019-12

### **IMPORTANT NOTICE – Bid Distribution:**

Wayne-Finger Lakes BOCES officially distributes bidding documents from their Business Office or through the Empire State Online Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. **If you have obtained this document from a source other than the Wayne-Finger Lakes Business Office or the Empire State Purchasing Group Online Bid Notification System, it is recommended that you obtain an official copy.**

Official Website: [www.bidnetdirect.com](http://www.bidnetdirect.com)

### INSTRUCTIONS TO BIDDERS

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the “Notice to Bidders” prior to the time indicated in the “Notice to Bidders”. No bids will be accepted after the designated time indicated in the “Notice to Bidders. **NOTE:** This includes any changes listed on the latest addendum issued by Wayne-Finger Lakes BOCES, if any. **It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the deadline for receipt of bids.**
3. Bids which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, may be rejected as non-responsive at the sole option of the Wayne-Finger Lakes BOCES. Bidders are cautioned that they, not Wayne-Finger Lakes BOCES, are responsible for the acceptability of the bid.
4. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the Wayne-Finger Lakes BOCES Purchasing Director, 131 Drumlin Court, Newark, New York 14513 or emailed to [lparkison@wflboces.org](mailto:lparkison@wflboces.org).
5. Questions about or clarifications to the technical specifications must be made in writing to the Purchasing Director prior to the bid opening. Such questions must be in the possession of the Purchasing Director five working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained.
6. Bidders shall indicate on the outside of their sealed bid the following information:
  1. **Title of Bid and Bid Number**
  2. **Date and Time of Bid Opening**
  3. **Company Name**

**Vendors submitting “Alternate” pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**

7. Bid form responses:

When filling out the Bid Proposal form(s) be certain that:

1. All blanks are filled in with the requested information
  2. All forms are signed in blue or other non-black ink
  3. All areas requiring a price are to be filled in as follows:
    - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item).
    - The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid.
8. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a "no bid" by the BOCES and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.
9. **Bid Form(s), filled out completely (see General Information):**
- **Bid Summary Forms**
  - **Bid Proposal Form**
  - **Insurance Requirement Affidavit**
  - **Questionnaire**
  - **Bid Proposal Certification/Non-Collusion Affidavit signed & dated.**
  - **Resolution (For Corporate Bidders Only)**
  - **Declaration Statement**
  - **Sample Standard Contract**
  - **W9**

**Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, Wayne-Finger Lakes BOCES reserves the right to request any additional information deemed necessary for the proper evaluation of this bid.**

<b>GENERAL INFORMATION</b>
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1. **SCOPE:**

1.1 The Wayne-Finger Lakes BOCES and certain school districts, counties, cities, towns and villages require electricity. The BOCES, et al, have agreed to form a Cooperative Bid Group as authorized by General Municipal Law Section 119-o. It is the intent of the Cooperative Bid Group (hereinafter referred to as "Participants") to contract with vendor(s) and to establish prices for this service for the stated contract term.

1.2 This Invitation for Bids and Specification describes a contract for the purchase of electricity directly from electric producers or electric supply companies. The direct purchase of electricity is in conformance with electric deregulation action of the Federal Energy Regulatory Commission, the New York State Legislature and the New York State Public Service Commission. The bid for the supply of electricity to the Participants is developed to allow any qualified bidder to be considered.

2. **AMENDMENTS TO BID:**

Any verbal information obtained from or statements made by representatives of Wayne-Finger Lakes BOCES at the time of examination of the documents or site shall not be construed as, in any way, amending contract documents. Only such corrections or addenda as are used by the BOCES in

writing to all Contracts shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

**3. RESPONSIBILITY OF CONTRACTOR:**

The contractor shall be responsible for providing the services ordered resulting from this bid. The contractor is responsible for following all instructions as described in this document.

**4. BOCES' RESPONSIBILITY:**

Although this bid was issued, evaluated, and awarded by the Wayne-Finger Lakes BOCES at the request of itself and the other participants, BOCES' liability under contract is limited to coordination and BOCES issued purchase orders only. Participants are required to generate their own purchase orders (to the successful vendors) in accordance with the bid provisions and the attached schedule of awards.

**5. PARTICIPANTS' RESPONSIBILITY:**

Purchase Orders will be issued to the designated vendor(s) by the participants listed, authorized in accordance with established Municipal Accounting Practices. Those participants are solely responsible in contract for obligations entered into with the vendors.

**6. OBLIGATION OF BIDDERS:**

At the time of the opening of the bids, each bidder will be presumed to have read and be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the submitted bid.

**7. IRAN DIVESTMENT ACT:**

7.1 By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

7.2 During the term of the Contract, should BOCES receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then BOCES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

7.3 BOCES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**8. CONTRACT PERIOD:**

Contract period shall be from January 1, 2019 and shall expire on December 31, 2019. The contract may be extended for up to one (1) additional period of one year or less by mutual agreement of the parties.

**9. SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the BOCES, may be extended unilaterally by the BOCES for an additional period of up to one month, or less upon notice to the Seller with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one-month extension), price, and delivery requirements. With the concurrence of the Seller, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**10. DISCREPANCY:**

In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this Bid and the Vendor's Bid, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity; 1) the Bid Document; 2) the Vendor's proposal or bid.

**11. GOVERNING LAW:**

Any dispute arising under this Contract shall be governed by the laws of the State of New York, County of Wayne, Town of Arcadia. Any litigation under this Contract if commenced by Contractor shall be brought in a Court of competent jurisdiction in the State of New York. However, if the issue in dispute is not covered by the New York law or if there is a conflict between New York law and Federal law, i.e., decisions of the Federal courts, regulations and statutes, the New York court shall apply the Federal law. Pending the resolution of any dispute, the Contractor shall proceed as directed by BOCES in writing.

**12. EXECUTORY CLAUSE:**

12.1 The Contractor specifically agrees that this contract shall be deemed executory only to the extent of monies available and no liability shall be incurred by BOCES or the Participants beyond the monies available for this contract.

12.2 For purposes of this clause "force majeure" which interferes with the Participant's ability to use Electricity shall be deemed to occur no later than twelve (12) hours after receipt of notification thereof by the Participant.

**13. NO ARBITRATION:**

Disputes involving this contract including breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**14. FORCE MAJEURE:**

14.1 All obligations of the parties to this agreement (except for the payment of money for electricity delivered) shall be suspended while and for so long as compliance is prevented in whole or in part by an act of God, strike, lockout, war, civil disturbance, explosion, breakage, accident to machinery or electric lines, failure of generators or sources of electric supply, federal or state or local law, inability to secure material or rights of way or permits or approvals or licenses, binding order of a Court of Government Agency, the failure of any local distribution company to accept electricity for delivery for any reason, the default of any party to other contracts (other than Buyer and Seller), or by any other cause beyond the reasonable control of Buyer and Seller.

14.2 For purposes of this clause "force majeure" which interferes with the Participant's ability to use electricity shall be deemed to occur no later than twelve (12) hours after receipt of notification thereof by the Participant.

**15. JUDGMENTS/LEGAL FINDINGS:**

By submitting a bid for consideration, the vendor affirms that they currently have no judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by BOCES.

**16. NEW YORK STATE SEXUAL HARASSMENT LAWS:**

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

**17. PAYMENTS:**

Payments of any claim or invoice shall not preclude BOCES or Participants from making claims for adjustments on any item found not to have been in accordance with the contract specifications.

**18. NON-ASSIGNMENT:**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or his right, title, or interest therein, or his power to execute such Contract, to any other person, company, or corporation, without the previous written consent of BOCES.

**19. EXCEPTIONS:**

Any exceptions to this bid must be in writing and written on the Questionnaire Form.

**20. TIEBREAKING:**

20.1 In the event that BOCES receives two or more low responsive and responsible tie bids for a solicitation, BOCES shall use the recognized "lottery method" to break the tie bid to determine the awardee. Supplier early payment discounts shall not be used in determining the low bidder.

20.2 All bidders that participated in the solicitation shall be notified by email of the tie bid and shall be invited to publicly witness the breaking of the tie bid in the BOCES Business Office. Those bidders shall be asked to respond back, via email, to the agency regarding their intention to witness this event.

20.3 The "lottery method" is based on a random selection drawing of a name from the pool of tie bidders. Pieces of paper (buyer's business card, etc.) with one tie bidder's name per piece of paper shall be put into a container and either the buyer or another designated agency staff member will draw one lot with the winning tie bidder's name. At least two BOCES' staff members shall be required to witness this lottery drawing.

**21. COMPLAINTS:**

Both Participants and Vendor(s) shall submit all complaints in writing to:



Wayne-Finger Lakes BOCES Business Office,  
Attn.: Lisa Parkison, CPPO, CPPB  
Purchasing Director  
131 Drumlin Court  
Newark, NY 14513-1863

Within four (4) days of occurrence. The Coordinator will maintain a file of all complaints that are submitted from both the Participants and the Vendor(s).

The BOCES reserves the right to reject any or all bids or to accept any proposal, which in the opinion of the BOCES is in the best interest of the Participants.

## OTHER TERMS AND CONDITIONS

1. The BOCES reserve the right to reject any or all bids, or to accept any proposal which in the opinion of the Board of Education is in the best interest of the Participants.
2. Proposals must be submitted in a sealed envelope bearing the bidder's name, time and date of bid, and the group or groups of items on which the bid is being submitted.
3. Sealed proposals for the furnishing and delivery of Electricity as required by the Participants is set forth in the following specifications, will be received and opened at the Business Office, Wayne-Finger Lakes BOCES, 131 Drumlin Court, Newark, NY 14513-1863 on the day and hour stated on the Legal Notice to Bidders.
4. Vendor must be able to act as agent for Participants and make all arrangements for the transportation from the Primary Delivery Point to the Participant's LDC's meter.
5. The bidder shall submit a sample contract agreement and a disclosure statement with the bid. Standard Contract – the bidder shall submit a copy the company's standard contract, modified as necessary to be consistent with the commitments set forth in this bid. The standard contract must specifically reference the firm's proposal and indicate that where a conflict exists between the standard contract and the bid, the bid will take precedence.
6. Each Participant's monthly use in KW and KWH must be carefully identified and the invoice shall be consistent with monthly LDC electric bills. This applies to each account number.
7. The bidder must pass on any discounted transmission or delivery charges granted to the bidder by LDC. Regulated tariff distribution charges cannot be marked up.
8. A. Pricing: Index plus Adder - the monthly fixed adder price will be that which is listed on the bid summary sheet in \$/KWH.  
B. BOCES seeks bids under the rules and regulations of the LDC's ESCO Supply Service.

## SPECIFICATIONS

### **1. DEFINITIONS:**

Except in those instances where the text states another meaning, the following terms, as used in this Invitation for Bids and Specifications, shall have the meaning as set forth below:

- CONTRACT - means any contract awarded resulting from this Invitation for Bids.
- DAY – means the period of twenty-four (24) consecutive hours beginning at 8:00AM
- Eastern Time of any calendar day and ending at 8:00 A.M. Eastern time of the calendar day immediately following a contract award.
- NYS ISO – New York State Independent System Operator
- DAY AHEAD MARKET (DAM) INDEX: charge is the published hourly LBMP price provided by the NYISO as applied to the metered Kwh (utilizing hourly metering data or load profiles) of each individual account ISO.
- SELLER - means any bidder to whom a contract award has been made by the District.
- CONTRACTOR – means any bidder/seller with whom a contract is made as a result of participation in this bid offering.
- PARTICIPANT - See the attached list, aka Buyer
- COORDINATOR: Wayne Finger Lakes BOCES, aka BOCES
- PURCHASING AGENT: Acts as agent for the Coordinator, Wayne Finger Lakes BOCES.
- FIXED ADDER: is applied to metered Kwh and includes: (1) capacity charges, (2) NYISO ancillary (including operating reserve) charges, (3) unaccounted for energy, (4) supplier –specific margin and admin, (5) ANY additional adjustments or costs (other than DA Market energy, losses and CES surcharge which are passed – through). There should be no provisions in the supplier's contract to pass-through any additional costs/adjustments other than DA Market energy (Hourly LBMP), utility tariff line losses and the NYS CES surcharge.
- LINE LOSSES: are factors set in the tariff of each local utility that account for losses on the transmission system. These factors are based on delivery voltage of each account. The loss factor increases the DA Market Index Charge by increasing the metered consumption by the applicable loss%.
- MONTH - means a period beginning at 8:00 A.M. Eastern time on the first day of a calendar month and ending at 8:00 A.M. Eastern Time of the first day of the calendar month immediately following.

- WAP – means weighted average price.
- LDC - means Local Distribution Company providing electric delivery service to Participant's facility in this case:
  - (A) New York State Electric and Gas (NYSEG)  
4500 Vestal Parkway E  
PO Box 3607  
Binghamton, NY 13902-3607
  - (B) Rochester Gas and Electric (RG&E)  
89 East Avenue  
Rochester, NY 14649
  - (C) National Grid (NG)  
PO Box 11742  
Newark, NJ 07101-4742
- PRIMARY POINT OF DELIVERY - means the point where the electricity enters the first Transmission or Distribution Line of LDC
- Kwh - kilowatt-hours(s) (one kilowatt used for one hour).

## **2. TITLE:**

2.1 Bidder shall identify "The Primary Point of Delivery", if applicable and the "Alternate Point of Delivery" at which title shall pass to the Participant. Contractor shall be responsible for the coordination and scheduling of transportation volumes including completing all arrangements for transportation services for delivery of the electricity to existing meters at the Participant.

2.2 Seller shall be in control and possession of the electricity delivered hereunder and responsible for any damage or injury caused thereby.

## **3. TRANSPORTATION CHARGES:**

The seller shall pay all costs associated with the transportation of the electricity to the primary point of delivery.

## **4. USAGE:**

The estimated total use for all districts is full requirements.

## **5. BID CONTRACT PRICE:**

5.1 Bidders are instructed to provide an electric supply contract for all electric power delivered to the point of delivery during the Contract period, as set forth in the LDC's tariff specifications, for each tariff level of service requested, using the Index plus adder pricing method. All electric supply will be priced at NYISO DAM plus adder plus losses. Bidders are to provide a fixed index price adder for each service rate classification for the Contract period. The Purchasing Agent will compute the total fixed WAP (weighted average price) adder per Kwh using the Weighting Points method shown on the Bid Summary Sheet to determine the **lowest** total fixed WAP adder for the Participants.

5.2 Specific and separate weighting factors are used for each LDC in the bid summary sheets. Each Bid Summary Sheet submitted will therefore be evaluated and awarded separately.

5.3 The account database for the Participants will be provided to bidders after completion/return of the Confirmation Receipt Form. All pricing to be based on LDC's dual-billing model wherein Seller renders a separate monthly bill for electric supply under this supply contract.

5.4 Buyers may request thru WFL BOCES Purchasing Agent that the Seller switch some of their accounts to a single-billing model in-order to take advantage of energy credits produced from renewable energy project(s) when they install such projects. Seller must comply with this change and add the LDC's Purchase of Receivables (POR) charge to the account billing as an additional itemized charge. **The energy credits calculated are solar energy credits calculated by the LDC's to be applied on the customer billing from the LDC. These credits are a result of the interconnection of a solar project with the LDC for the electric customer. In order for the customer to receive the greatest cost savings from the solar project, the credits must be applied against both delivery and supply charges. Per LDC's the only way to make this happen is to have the supply charges added in the LDC's invoices. This is called "single bill model". All known alternative energy projects for this bid are included in Appendix A. Any further information regarding these projects must be obtained directly from the bid participant.**

#### **6. METHOD OF AWARD:**

6.1 Award shall be recommended to the responsive and responsible bidder(s) submitting a bid proposal that produces the **lowest** total WAP adder for electric supply for the Contract period for the Participants. The lowest total WAP adder for each LDC will be independently awarded.

6.2 BOCES reserves the right to add Participants to the contract at any time upon notification of the seller(s). **The Contract supplier can charge a fair market adjusted Adder rate for any electric account(s) added by a bid participant during the Contract period.**

#### **7. RECOMMENDATION OF AWARD:**

7.1 The Purchasing Agent will notify the "Recommended Bidder(s)" within five (5) business days of the date of the bid opening. Award recommendations made by Purchasing Agent will be forwarded to the bid participants for their approval. Contracts and purchase orders will be awarded by each Participant for the purchase of electric supply used by each Participant's electric service.

**7.2 All bid prices shall remain unchanged from bid date to Contract award date (not-to-exceed five (5) business days) except the winning bidder(s) whose bid prices shall remain unchanged while each Buyer executes a supply contract with them.**

#### **8. PAYMENT TERMS:**

The Participant's strive to pay Net 30. Interest penalties will not be allowed.

#### **9. PRODUCT SPECIFICATIONS:**

Electricity tendered for delivery shall meet all the requirements of the Participant's LDC and the NYS ISO.

#### **10. QUALIFICATION OF BIDDER:**

All bidders must have been previously approved by NYSEG, RG&E, National Grid and the New York State Public Service Commission before responding to this bid.

The successful bidder must warrant absolute clear title to all electricity.

- a. The successful bidder shall maintain records of the metering, measurement and related facilities required to measure the electricity purchased by the Participant.

- b. The successful bidder must be in compliance with any and all Federal and New York State requirements involved with the sale and transmission of electricity.
- c. Seller must adhere to the Customer Enrollment process specified by each LDC. Such a request will not be sent the LDC less than their specified business days prior to the next scheduled meter read for each Buyer's accounts. Refer to LDC's energy Supplier Manuals for details.
- d. Seller may reassign any portion of a Contract with a Buyer to a third party provided that said third party is recognized by the NYS PSC, NYS ISO and LDC as an ESCO or ESCO agent authorized to provide electric energy supply services within the LDC's service territory for that particular class of tariff customer with written approval of BOCES.

**11. WARRANTY OF TITLE:**

Seller warrants title to all electricity delivered by it and warrants that it has the right to sell the same and that such electricity is free from liens and adverse claims of every kind. Seller shall indemnify and save the Participant harmless against all loss, damage and expense of every kind on account of adverse claims, which accrue before delivery to the Participant.

**12. TERMINATION FOR CAUSE:**

12.1 Either Participant or Seller shall have the right to terminate for cause in the event of default by either party. The right to terminate the contract is conditioned upon prior written notice to the other party by certified prepaid mail. The defaulting party shall have fifteen (15) days after the receipt of such notice to remedy such default. If the default is remedied within said fifteen (15) days, the contract shall not be terminated. In the event of termination, the terminating party loses the right to damages, which accrue after the date of such termination.

12.2 The default of one Participant shall not be deemed the default of the other Participant(s) and the contract shall remain in full force and effect with the non-defaulting Participant(s) and the contractor.

**13. OBLIGATION TO SUPPLY:**

Seller shall be required to supply one-hundred percent (100%) of the quantities of electricity required by the Buyer(s) during the Contract period to the LDC under its electric tariff excepting those extraordinary circumstances and limitations detailed elsewhere in this document. Seller will comply with the appropriate LDC's Customer Enrollment process requirements when executing this contract. Refer to provision 10.c above.

**14. OBLIGATION TO PURCHASE:**

Buyer shall purchase one-hundred percent (100%) of the quantities of electricity required during the Contract period from the Seller excepting those extraordinary circumstances and limitations detailed elsewhere in this document, including but not limited to building closings, consolidations, etc., or if Buyer chooses to receive electric supply directly from the LDC.

**15. RENEWABLE ENERGY CLAUSE:**

15.1 Some Participants may utilize on-site electric power generation facilities for a portion of their electric supply requirements. The Seller will coordinate all electric supply deliveries with the individual Buyer's Business Agent or Facilities Director. *See Appendix A.*

15.2 Should Buyer decide to switch to the single-bill model due to participation in an installation of a renewable energy project, the Seller must comply as detailed in provision 5.4 above.

**16. BILLING:**

16.1 Seller shall forward a single itemized invoice to each Buyer for all costs for electric delivered to the Point of Delivery for each of LDC's metered locations for that Buyer using the dual-billing model. This invoice shall clearly state quantity delivered, period of time and cost per unit for all electricity delivered to each location. Buyer agrees to pay Seller's invoice within **30 business days of its receipt by Buyer.**

16.2 Buyers may request that the Seller switch some of their accounts to a single-billing model in order to take advantage of energy credits produced from renewable energy project(s) when they install such projects. See detail in provision 5.4 above.

**16.3 All Buyers are tax-exempt organizations registered with the State of New York Department of Taxation and Finance.** Current Exemption certificates will be sent by each Buyer to Seller prior to start of Contract period.

**17. BILL TO:**

Upon bid acceptance, the successful bidder will enter into a formal contract or contracts with each Participant listed in the bid document.

**18. PERMITS AND COMPLIANCE WITH LAWS:**

18.1 The Contractor shall secure and pay for all permits, fees and licenses necessary to comply with applicable federal or state laws. The Contractor shall comply with all federal, state, county and municipal laws, codes and regulations in connection with the prosecution of the work.

18.2 The Contractor shall protect, indemnify and hold harmless BOCES and all of their officers, agents and employees against any and all claims and liabilities arising from or based on the violation of any such requirement or law whether by the Contractor, its employees, agents or subcontractors.

**19. AUDIT OF SERVICES:**

**19.1 Purchasing Agent will be contracting with a third party for verification of all electric invoices to the Participants. The Seller will be required to email a summary copy of all Participant electric invoices each month during the Contract period directly to this third party [in Excel spreadsheet format]. This summary must include the account name, LDC Pod ID #, rate class, read dates, total Kwh, total cost, cost of losses, energy, CES and adder.**

**19.2 Savings Reports for all Participants shall be provided twice a year (for services completed for billing periods January thru June and July thru December). Reports shall be due in the Purchasing Department of Wayne-Finger Lakes BOCES no later than 30 days after the last billing cycle for these months.**

<b>INSURANCE SCHEDULE</b>
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Insurance shall be procured and certificate delivered prior to contract award or issuance of purchase order. However, all bids and quotes shall include the required proof of insurance forms as required in this bid document with the response **failure to do so may deem the vendor non-responsive:**

***In accordance with the requirements stated in Attachment A Complete Insurance Requirement Affidavit or provide ACORD Forms:***

- Insurance Affidavit
- Insurance Acord Instructions & Sample – see Attachment A

## **Participation - Extension of Use**

### ***Participation by other BOCES, School District, and/or Other Political Subdivision within New York State:***

Wayne-Finger Lakes BOCES reserves the right to allow all political subdivisions, municipalities, county, school districts, other BOCES, and not-for-profit organizations all authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and Wayne-Finger Lakes BOCES. Participation requires the filing of the appropriate Board Resolution with Wayne-Finger Lakes BOCES. The Participant list will be amended from time to time as additional resolutions are filed with the Purchasing Department at Wayne-Finger Lakes BOCES. Initial contact must be done thru Wayne-Finger Lakes BOCES by contacting Linda McClean at (315)332-7458 or Lisa Parkison at (315)332-7415 in the Purchasing Department.



WAYNE-FINGER LAKES BOCES  
 131 DRUMLIN COURT  
 NEWARK, NY 14513-1863

**NYSEG  
 ELECTRIC TERRITORY  
 BID SUMMARY SHEET - A**

Notes: All prices stated should be in dollars per Kwh (\$/Kwh).  
 All prices stated should be carried out to five (5) decimal places

LDC Rate Profile	Weighting Points *	Fixed Price Adder ** \$/Kwh
31	.0418	\$ _____
32	.0001	\$ _____
33	.4632	\$ _____
35	.1545	\$ _____
37	.0069	\$ _____
38	.2170	\$ _____
40	.1162	\$ _____
42	.0001	\$ _____
47	.0002	\$ _____
Total	1.0000 Points	

The Purchasing Agent will compute the total fixed WAP (weighted average price) adder per Kwh using the Weighting Points method shown on the Bid Summary Sheet to determine the **lowest** total fixed WAP adder for the Participants.

\* Weighting Points based upon % of total annual Kwh estimates for each rate class by Participants.  
 \*\* Bidders are to provide a fixed index price adder for each service rate classification for the Contract period

**VENDOR:** \_\_\_\_\_

**(MUST BE RETURNED WITH BID FORM)**

WAYNE-FINGER LAKES BOCES  
 131 DRUMLIN COURT  
 NEWARK, NY 14513-1863

**RG&E  
 ELECTRIC TERRITORY  
 BID SUMMARY SHEET - B**

Notes: All prices stated should be in dollars per Kwh (\$/Kwh).  
 All prices stated should be carried out to five (5) decimal places

LDC Rate Profile	Weighting Points *	Fixed Price Adder ** \$/Kwh
101	.0017	\$ _____
201	.0083	\$ _____
301	.2149	\$ _____
302	.0246	\$ _____
601	.0011	\$ _____
602	.0075	\$ _____
701	.0688	\$ _____
801	.5304	\$ _____
803	.0941	\$ _____
901	.0486	\$ _____
Total	1.0000 Points	

The Purchasing Agent will compute the total fixed WAP (weighted average price) adder per Kwh using the Weighting Points method shown on the Bid Summary Sheet to determine the **lowest** total fixed WAP adder for the Participants.

\* Weighting Points based upon % of total annual Kwh estimates for each rate class by Participants.  
 \*\* Bidders are to provide a fixed index price adder for each service rate classification for the Contract period

**VENDOR:** \_\_\_\_\_

**(MUST BE RETURNED WITH BID FORM)**

WAYNE-FINGER LAKES BOCES  
 131 DRUMLIN COURT  
 NEWARK, NY 14513-1863

**NATIONAL GRID  
 ELECTRIC TERRITORY  
 BID SUMMARY SHEET - C**

Notes: All prices stated should be in dollars per Kwh (\$/Kwh).  
 All prices stated should be carried out to five (5) decimal places

LDC Rate Profile	Weighting Points *	Fixed Price Adder ** \$/Kwh
1SC1L	.0009	\$ _____
1SC2	.0011	\$ _____
1SC2D	.0707	\$ _____
1SC2L	.0007	\$ _____
1SC3	.1903	\$ _____
1SC3HP	.5528	\$ _____
1SC4L	.0003	\$ _____
2SC2	.0002	\$ _____
2SC3	.0465	\$ _____
2SC3HP	.1365	\$ _____
Total	1.0000 Points	

The Purchasing Agent will compute the total fixed WAP (weighted average price) adder per Kwh using the Weighting Points method shown on the Bid Summary Sheet to determine the **lowest** total fixed WAP adder for the Participants.

\* Weighting Points based upon % of total annual Kwh estimates for each rate class by Participants.  
 \*\* Bidders are to provide a fixed index price adder for each service rate classification for the Contract period

**VENDOR:** \_\_\_\_\_

**(MUST BE RETURNED WITH BID FORM)**

Having carefully examined the specifications covering the providing of **Cooperative Electricity Bid**, (WFL 2019-12) for the Wayne-Finger Lakes BOCES, the undersigned proposes to supply the required items in accordance with the Notice to Bidders, General Information and Specifications, State Laws and Regulations and municipal ordinances at the listed prices.

I further certify that we have read the "General Conditions" and agree to the terms of the bid, and if awarded, the contract.

**Vendors are strongly cautioned to carefully review their bid before submitting, and verify that all pricing is correct. No retractions will be allowed after the award of the bid.**

**Failure to sign and return this form, the Non-Collusive Bidding Certification, the Resolution (Corporate Bidders Only) and other required forms shall constitute grounds for rejection of the bid. These required forms are included in the General Conditions Section.**

<b>COOPERATIVE ELECTRICITY BID PROPOSAL FORM WFL 2019-12</b>
--

**All additions or deletions of locations and/or entire Participant must be processed through the Wayne-Finger Lakes BOCES Purchasing Department. Please Initial That You Acknowledge This Requirement**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Federal or Tax ID# \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Addenda (Use this section only if addenda are received for this bid):  
The following is confirmation of all the addenda upon which this bid proposal is based.

_____ Addenda # _____	- Received _____	_____
	(insert date)	Initialed by Rep.
_____ Addenda # _____	- Received _____	_____
	(insert date)	Initialed by Rep.

**NOTE: By signing and submitting this bid for consideration by Wayne-Finger Lakes BOCES the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.  
(MUST BE RETURNED WITH BID FORM)**

**INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by BOCES, I will be able, within ten (10) days after bidder is notified of such award, to furnish a valid insurance certificate to the BOCES meeting all of the requirements contained in the bid document.

Agent:

\_\_\_\_\_ Signature Agent

Name of Insurance Carriers: \_\_\_\_\_

Address of Agency: \_\_\_\_\_  
\_\_\_\_\_

Phone Number Where Agent May Be Contacted: \_\_\_\_\_

Bidders' Name (Print or Type) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named on this  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for  
State of \_\_\_\_\_

**(MUST BE RETURNED WITH BID FORM)**



**BID PROPOSAL CERTIFICATIONS**

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

**I. General Bid Certification**

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

**II. Non-Collusive Bidding Certification**

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivisions of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

- a) By submission of this bid, each bidder and each person signing on behalf of any 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 knowledge and belief:
  - 1) 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;
  - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3) No attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
- b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) 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 therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of 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.
  - 1) 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 sub-paragraph one (a).
  - 2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official hereof by a corporate bidder 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 subdivision one of the section, 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.

Signature \_\_\_\_\_ Title \_\_\_\_\_

**(MUST BE RETURNED WITH BID FORM)**

**RESOLUTION (For Corporate Bidders Only)**

RESOLVED that \_\_\_\_\_  
(Individual)

be authorized to sign and submit the bid or proposal of this corporation for the following project

\_\_\_\_\_  
\_\_\_\_\_  
(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

\*\*\*\*\*

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_  
corporation at a meeting of its Board of Directors held on \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_  
and is still in full force and effect on this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

**(MUST BE RETURNED WITH BID FORM – Corporate bidders only)**



<b>DECLARATION</b>
--------------------

The undersigned hereby declares that no member, or employees of the Board of Cooperative Educational Services of Ontario, Seneca, Yates, Cayuga, and Wayne Counties, is directly, or indirectly interested in this bid, or in supplies or work to which it relates, or in any of the profits thereof.

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

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**(MUST BE RETURNED WITH BID FORM)**

## GENERAL CONDITIONS & PROCEDURES

(For the purchase of materials, supplies, and equipment)

All invitations to bid issued by the above named BOCES will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the BOCES.

### DEFINITIONS

“BOCES”	--Shall be the legal designation of the BOCES.
“Notice to Bidders”	--a formal statement which, when issued by the BOCES, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.
“Board”	--the board of cooperative educational services of this BOCES.
“Bid”	--an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
“Bid offer”	--the form on which the bidder submits his bid.
“Bidder”	--any individual, company, or corporation submitting a bid.
“Contract”	--a notice to the successful bidder by the issuance of a purchase order, also all documents relating to the transaction including, but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also a formal document signed by the successful bidder and the BOCES representative.
“Successful bidder”	--any bidder to whom an award is made by the BOCES.
“Contractor”	--any bidder to whom a contract award is made by the BOCES Board
“Specifications”	--the description of materials, supplies, and/or equipment and the conditions for its purchase.

### BIDS

1. The date, time and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.

5. The non-collusive bidding certification, declaration and resolution (if applicable) must be included with each bid as required by General Municipal Law, section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
9. Sales to BOCES are not affected by any fair trade agreements. (General Business Law, section 369)
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the BOCES is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the BOCES as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
12. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for group may be rejected.
15. All prices quoted must be "per unit" as specified: e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
18. All bids must be sealed. They must be submitted in envelopes furnished by the BOCES, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the BOCES, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the BOCES in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the BOCES. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the BOCES Board.

### **SAMPLES**

21. All specifications are minimum standards: and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
22. The BOCES reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the BOCES may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The BOCES will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the BOCES shall have the right to dispose of them as its own property.
24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the BOCES. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

### **AWARD**

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The BOCES reserves the right to reject all bids. Also, reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the

best interest of the BOCES will be served. Also, reserved is the right to reject bids and to purchase items on State or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

27. The BOCES reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the BOCES.
29. If two or more bidders submit identical bids as to price, the decision of the BOCES to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec. 103, sub. 1)

## **CONTRACT**

30. Each bid will be received with the understanding that the acceptance thereof in writing by the BOCES, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the BOCES. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the BOCES on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the BOCES or fails to make replacement of rejected articles, when so requested immediately or as directed by the BOCES, the BOCES may purchase from other sources to take the place of the item rejected or not delivered. The BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
33. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the BOCES within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the BOCES shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official purchase order from the BOCES.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the BOCES.

## **INSTALLATION OF EQUIPMENT**

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
39. Equipment, supplies, and materials shall be stored at the site only on the approval of the BOCES and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
40. Work shall be progressed so as to cause the least inconvenience to the BOCES and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

## **GUARANTEES BY THE SUCCESSFUL BIDDER**

43. The successful bidder guarantees:
  - a. His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
  - c. To carry adequate insurance to protect the BOCES from loss in case of accident, fire, theft, etc.
  - d. That all deliveries will be equal to the accepted bid sample.
  - e. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the BOCES. Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the BOCES.

## **DELIVERY**

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the BOCES as to reasonable compliance with delivery terms shall be final.
45. The BOCES will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving BOCES will note for the benefit of successful bidder when packages are not received in good condition.
48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the BOCES. The successful bidder will be required to furnish proof of delivery in every instance.
49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the BOCES accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the BOCES and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number  
Name of Article  
Item Number (if applicable)  
Quantity  
Name of the Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

## **PAYMENTS**

51. Payment for the used portion of an inferior delivery will be made by the BOCES on an adjusted price basis.
52. Payment will be made only after correct presentation of claim forms or invoices as may be required.
53. Payments of any claim shall not preclude the BOCES from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

## **SAVINGS CLAUSE**

54. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

Note: A non-collusive bidding certification must be submitted with each bid. The enclosed form, "Bid Proposal Certifications" meets this requirement.