

GENERAL INFORMATION

1. SCOPE:

1.1 The Wayne-Finger Lakes BOCES and Component School Districts of the Wayne-Finger Lakes BOCES require **HVAC FILTERS AND BOILER MAINTENANCE KITS**. The BOCES and School Districts 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 these items for the stated contract term. Notwithstanding the details presented in the specifications, it being understood that a complete reliable supply of **HVAC FILTERS AND BOILER MAINTENANCE KITS** satisfactory to each participant shall be required in all cases.

1.2 The Participants reserve the right to add to, or remove from, the contract at any time using Organizations, Departments, Agencies and School Districts.

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. INQUIRIES:

Questions about or clarifications to the technical specifications must be made **in writing** to Lisa Parkison, Business Office, Wayne-Finger Lakes BOCES, 131 Drumlin Court, Newark, NY 14513-1863, or emailed to: lparkison@wflboces.org. Such questions must be in the possession of Ms. Parkison no less than five (5) business days prior to the bid opening. **Verbal technical questions will not be entertained.**

4. RESPONSIBILITY OF CONTRACTOR:

The contractor shall be responsible for providing, delivering and inspecting all materials ordered as a result of this bid. The contractor is responsible for following all instructions as described in this document.

5. BOCES' RESPONSIBILITY:

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

6. PARTICIPANTS' RESPONSIBILITY:

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

7. CONTRACT TERM:

7.1 The contract resulting from this bid invitation shall remain in effect from February 1, 2020 through January 31, 2021. The contract may be extended for two (2) twelve month term or less upon mutual agreement of the contracting parties.

7.2 Short Term Extension: In the event the replacement contract has not been issued, any contract let and awarded hereunder by Wayne-Finger Lakes BOCES for an additional period up to one month upon notice to the Lessor shall be with the same terms and conditions as the original contract. With the concurrence of the Lessor, the extension may be for a period up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

8. QUANTITIES:

The quantities indicated in the specifications represent estimated total requirements for the contract term. The totals are estimates ONLY and should not be construed to represent either maximum or minimum amounts to be purchased during the contract term.

9. MINIMUM ACCEPTABLE STANDARDS:

As described in the bid forms.

10. MINIMUM BID REQUIREMENTS:

Bidders must bid all sections and groups to be considered for award.

11. BIDDER QUALIFICATIONS:

11.1 In order to be considered responsive, a bidder must demonstrate that, immediately upon award of contract, the bidder is capable of meeting the terms and conditions of this contract. By submitting a bid, a bidder acknowledges and accepts the right of the Participants, at their sole discretion, to apply whatever criteria they deem to be reasonable in determining whether or not a bidder has demonstrated its capability of meeting the terms and conditions of this contract.

11.2 In addition to the requirements of the General Conditions, each successful bidder must be able to provide the Participants, upon request, sufficient evidence that the bidder can be reasonably expected to meet the requirements of this contract. Specifically, any bidder must provide evidence of a multi-year track record of having met the needs of customers of the size and complexity of the Participants.

11.3 Each successful bidder must be able to demonstrate the experience, financial stability, personnel, stock, plan capacity and systems requirements to perform this contract. Major criteria to be considered in evaluating these factors are:

1. Demonstration of stocking, warehousing, and ordering capability. Sufficient stock on hand to handle routine quantities of orders.
2. Demonstration of order taking and tracking capability. The bidder must have a system in place to efficiently and correctly handle multiple large orders from separate accounts.
3. Demonstration of delivery capability, i.e., and ability to provide separate delivery to each separate account within the time frames specified.
4. Demonstration of billing systems to insure smooth, correct and efficient billing to as many separate accounts as are established.
5. Demonstrate sufficient sales staff to receive orders and handle problems as on site sales calls to schools as required.

A bidder must supply, within three (3) days of request, any information requested by the Participants as part of its review of qualifications.

12. IRAN DIVESTMENT ACT:

12.1 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/Offerors 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.

12.2 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.

12.3 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.

13. 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.

14. TIEBREAKING:

14.1 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.

14.2 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.

14.3 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.

15. ORDER OF PRECEDENCE:

Should a contradiction appear within this bid document, the following order of precedence shall prevail:

1. Bid Terms and Conditions
2. Bid Specifications
3. General Conditions
4. Purchase Order Conditions

16. PRODUCT SUPPLIED:

16.1 Boiler Maintenance Kits: Group 1 – Fulton and Group 2 - AERCO are two of the boiler manufactures the BOCES and its participants are currently utilizing. Products specified do not have to be stocked, but can be direct shipped or ordered into the bidder's warehouse and delivered on an as needed basis. Other manufacturer's boiler maintenance kits may be needed during the bid term. The Participants will fax or email a price inquiry to all awarded Section B bidders. Delivery shall be FOB destination. For more information on delivery see **Delivery Costs on page 9.**

16.2 HVAC Filters: Group 3 - HVAC Filters – Fiberglass, Pleated, and Miscellaneous Filters items specified are readily available in the marketplace. Therefore, in order to insure consistency of quality, samples of all substitute items must be supplied with the bid or be available to the Bid Committee within forty-eight (48) hours of request.

16.3 In addition, during the term of the contract, the Participants reserve the right to delete item(s) or add comparable item(s) to the price list, at prices based on the Designated Price Structure (DPS) with the corresponding percentage calculation as noted on the awarded vendors bid form. For more information on pricing see **Pricing on page 9.**

17. SPECIFICATION REFERENCES:

17.1 The Participants have determined that the manufacturers listed (model names or numbers used) are preferred. This manufacturer's reference is not intended to be restrictive but descriptive of the type and quality that the Participants' desire to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The Bid Committee reserves the right to determine products of equal value. The decision of the Bid Committee will be final as to acceptable alternates. ***Vendors will not be allowed to make unauthorized substitutions after award is made.***

17.2 If the item or items called for in these specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and he will arrange for their removal from the Participant's property at no expense to the Participant. If successful bidder fails to remove the items, which, in the opinion of the Bid Committee, do not meet specifications, the Participant will arrange to have such items removed and any expense connected therewith will be the responsibility of the successful bidder.

18. PURCHASE ORDERS:

Participants will place Purchase Orders directly with the responsible bidder. Purchase orders shall be effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown on his/her bid form. **(NO SUBSTITUTES AFTER BID AWARD(S) HAVE BEEN MADE.)** The Participants reserve the right to ask for deliveries to be made at **any time prior to January 31, 2021.**

19. DELIVERY COSTS:

19.1 Delivery of all items shall be FOB destination. In recognition of the added overhead involved, due in part to additional handling this may create and because we expect the lowest price per unit of issue, a minimum order quantity is recognized at \$150.00 for all orders delivered to a single destination. Order quantities that do not meet the \$150.00 minimum may be delivered FOB destination with freight (or delivery charges) allowed. Shipping charges should appear as a separate item on the vendor's invoice. But, in cases where the aggregate sum exceeds \$150.00 for multiple orders being delivered to the same location, then there will be no freight or delivery allowance. Any additional freight costs the bidder may anticipate should be factored into the product bid price.

19.2 NO ADDITIONAL SURCHARGE (INCLUDING BUT NOT LIMITED TO, FUEL SURCHARGE) will be paid by the BOCES or any of the Participants, (no matter how small an order may be).

20. PRICING:

20.1 Guaranteed Prices/DPS: The Bidder shall submit prices based on a "Designated Price Structure" (DPS) on the bid proposal form. DPS will be identified as one of the following: Retail Price, Manufacturer Suggested Retail Price (MSRP) and New York State OGS pricing (NYS) or a verifiable alternate. The price structure used must be available and verifiable; a printed hard copy, CD or website must be provided with bid. Although products are expected to change over the course of the bid period, the percentage above/below DPS must remain the same or better (higher/lower) as the bid. *This percent cannot be a range; the percentage shall consist of one percentage figure for all items on the bid and must be designated on the bottom of the bid proposal form (example -35% or +15%); this percentage will be verified after the bid opening for all pricing submitted.* Any exceptions MUST be noted on your bid packet.

20.2 Submitting for Price Changes: The bidder can submit for price increases effective May, September, January and again if contract is renewed. The Bidder must submit the necessary paperwork by the 15th of the month prior to renewal. **Example:** May renewal; paperwork must be received by April 15th or the same pricing remains in effect for the next period.

20.3 Required Paperwork for Requesting Price Change: Contractor must include a copy of your DPS (as noted on your bid form) with the corresponding percentage calculated showing the new price that will go into effect for the next period. **Note:** This price may be an increase or a decrease depending on the change to the DPS; therefore the net change to the Participants could be an increase in price or a savings.

20.4 The DPS pricing may be provided online (complete with assigned passwords where needed etc.), printed hard copy, or CD. The price list will include effective date of the list and must be the most current list available from the manufacturer, THESE OPTIONS MUST BE INCLUDED WITH THE BID. The bid pricing will be the percent below "Designated Pricing Structure" (DPS). Any cost savings/rebates intended as a consumer discount by the manufacturer, are to be passed on to the purchaser. Any reseller having restrictions on specific product lines or specific locations within New York State must state them on a separate sheet in their bid proposal.

21. IDENTIFICATION OF DELIVERIES:

Purchase order numbers must appear on the outside of all shipments.

22. OTHER CONTRACTS:

The Participant(s) reserve the right to purchase goods and services from any avenue legally available by NYS law throughout the duration of any contract resulting from this bid.

23. USAGE REPORTS:

Each contractor must provide, upon request of the Participant(s), a complete listing of all items delivered to the Participant(s) during the contract term. Included in the listing must be sufficient description of the item, the item cost and the date of delivery. Contractor must be able to sort reports by manufacturer. Like items shall have a summary total given for the referenced time period.

24. CANCELLATION CLAUSE:

The Participants reserve the right to cancel the contract at any time during the contract term upon thirty (30) days written notice of cancellation mailed to the address of the vendor(s).

25. 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.

26. NON-ASSIGNMENT:

It is mutually understood and agreed that the vendor 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.

27. 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 statues, 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.

28. JUDGMENTS/LEGAL FINDINGS:

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local government entities that in any way could impact or have 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 or any contracts and other penalties as deemed legal and appropriate by the BOCES.

29. 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.

30. 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.

31. EXECUTORY CLAUSE:

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.

32. EXCEPTIONS:

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

33. FORCE MAJEURE:

The Contractor 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, or acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence he is unable to prevent.

34. 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.