

GENERAL INFORMATION

1. SCOPE OF WORK:

1.1 This specification describes the requirements to furnish and supply all labor, equipment, materials and supervision for installations, repair work, emergency repair work and scheduled modifications to the HVAC to all the Participants' Facilities as needed. The HVAC services under this contract shall be for miscellaneous HVAC work, on an as needed job specific basis for the Participants and their **locations listed on Attachment A**.

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 when mutually agreeable with the awarded vendor(s).

1.3 The proposal shall establish hourly labor rates based upon the Prevailing Wage Rates for NYS for various trades covered by HVAC services.

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. DESCRIPTION OF BOCES:

The Board of Cooperative Educational Services (BOCES) was created by New York State legislation in 1948. Today, there are thirty-eight organizations in the State. Each has its own governing board, elected by members of the Boards of Education of the component districts. The primary purpose of the BOCES is to provide services to two or more member districts more effectively and economically than one district could provide alone. Each year, the component districts request the services they want their BOCES to provide in the following year. The various requests for services and programs are assembled into an operating plan along with the associated budget. The State Department is required to approve all services before they can be provided to districts. Legal contracts are drawn up and approved by the district, the individual BOCES and the Commissioner of Education.

BOCES is an educational agency of the State, and must, therefore, adhere to all laws and regulations of the State of New York, which govern the public schools in the State, as well as regulations controlling the BOCES. BOCES receives most of its money from the member districts. In return, the member districts receive BOCES aid based on their relative wealth and need for the service. The various BOCES operate many programs. Generally, the largest programs are associated with Career & Technical and Special Education.

Wayne-Finger Lakes BOCES covers a four county region and supports 25 component school districts. Students served by BOCES are provided instructional programs including Career and Technical education, programs for children with handicapping conditions, and Adult Education.

4. BOCES' RESPONSIBILITY:

Although this bid was issued, evaluated, and awarded by the Wayne-Finger Lakes BOCES at the request of the Participants, 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.

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 vendor(s).

6. TERM OF CONTRACT:

Any contract resulting from this bid shall be for a term not to exceed (12) twelve months or less from the date of award. Wayne-Finger Lakes BOCES reserves the right to renew any contract resulting from this bid for up to (4) four additional (12) twelve month periods or less by mutual agreement in accordance with the terms of the contract and by annual resolution by the Wayne-Finger Lakes Board of Education.

7. 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 upon notice to the contractor 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 contractor, 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.

8. OTHER CONTRACTS:

The Participants 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.

9. JUDGEMENTS/LEGAL FINDINGS:

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings against the company of 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 the Participants.

10. 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>

11. OBLIGATION OF BIDDERS:

11.1 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.

11.2 A Contractor shall not plead misunderstanding or deception because of estimated quantities, character, location or other conditions the surrounding the same. Permission will not be given to withdraw, modify or explain any proposal of bid after it has been opened.

11.3 The proposal shall specify the costs in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

11.4 **Site Visits:** Each bidder is encouraged to make one site visit to the locations listed above. Each bidder should inform himself fully of the conditions relating to the contract by visiting these sites. Please note: The bidder must complete the work as specified whether or not he visits the sites. Call site contacts for appointment for visit. **See Attachment A for Contact Information.**

12. BIDDER QUALIFICATIONS:

12.1 By submitting a bid, a bidder acknowledges and accepts the right of the BOCES, 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.

12.2 A bidder must demonstrate that, immediately upon award of contract, the bidder is capable of meeting the terms and conditions of this contract. In order to be considered responsive, a bidder must be able to demonstrate the experience, personnel, financial stability, and systems requirements necessary to successfully perform this contract. This information is to be available, within three (3) days of request, to the BOCES as part of their review of qualifications.

13. IRAN DIVESTMENT ACT:

13.1 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 2015" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regsg/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.

13.2 During the term of the Contract, should Wayne-Finger Lakes 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/Participants 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.

13.3 The Participants 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.

14. GUARANTEE:

The Contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contract to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for a period of twelve months unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Participant(s). When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

15. EXCULPATORY CLAUSE:

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act of omission to act of the Participants or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

16. 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.

17. 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.

18. NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the BOCES.

19. INDEMNIFICATION:

19.1 The successful bidder shall indemnify and save the Participants and all Participants employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful bidder or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

19.2 The provisions of this section shall survive the expiration or sooner termination of this agreement.

20. NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws the Participants will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Participant(s) harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the Participant(s). Issuance of a purchase order by the Participant(s) indicates that the Participant(s) currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the Participant(s) to cancel a project or purchase after an order to proceed or purchase order has been issued, the Participant(s) will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.