

REQUEST FOR PROPOSAL:

Walk-In Cooler Freezer Combination Box with Installation

Bid Number: ONC2024-100

Bid Contract Dates: March 21, 2024 to December 31, 2024

Date of Bid Opening: February 29, 2024 at 2:00 PM.

**Otsego Northern Catskills BOCES
2020 Jump Brook Road
Grand Gorge, NY 12434**



Otsego Northern Catskills Board of Cooperative Educational Services is based in the upper Susquehanna River Valley and the Northern Catskills Mountains.

People are the core of Otsego Northern Catskills BOCES. ONC BOCES administrators, program managers, faculty and staff are experts in their fields who build effective partnerships with component school districts. ONC BOCES focuses on ways to both lead and support our component school staff, students and communities. Our partnerships with school districts and our communities help us provide the best possible education for learners of all ages and abilities.

In addition to providing adult and continuing education, ONC BOCES assists its 19 component school districts with a wide range of educational and administrative services. ONC BOCES is anchored by campuses in Milford and Grand Gorge, which provide parallel programming to the 1660-square-mile area, as well as unique offerings to component districts and beyond.

SPECIAL TERMS & CONDITIONS

NOTICE TO BIDDERS

The Board of Cooperative Educational Services (BOCES), Otsego Northern Catskills, in accordance with Sections 103, 104b and 119-0 of General Municipal Law, hereby invites the submission of sealed bids for Bid number **ONC2024-100** for the purchase of a new Walk-in Cooler/Freezer Combination Box including installation at the **ONC BOCES Milford Campus, 1914 County Route 35, Milford, NY 13807**.

Bids will be received by **Thursday, February 29, 2024 at 2:00 P.M.** EST at the ONC BOCES Campus PO BOX 57, 1914 County Route 35, Milford New York, 13807.

BID DISTRIBUTION – IMPORTANT NOTICE

The Board of Cooperative Educational Services of Otsego Northern Catskills BOCES, hereinafter referred to as “ONC BOCES” or “BOCES”, officially distributes bidding documents through e-mail and our website, www.oncboces.org. Bid documents obtained from any other source are not considered official documents and are not guaranteed to receive addendums, should such information need to be issued. Legal ads for the notice of bids are published one time, in the Daily Star.

SCOPE OF WORK

1. The attached bid specification sheet identifies the items that ONC BOCES or its participating members wish to purchase. Where a brand name is listed, it is done as a quality standard and items offered by the bidder should be equal to or better than the brand specified. When a description and part number are present in the specification of an item, the description will take precedence and will be what is bid upon, not the item number.
2. It is the responsibility of the vendor to accurately bid and provide items that meet the specifications set forth on the bid sheets.
3. All conditions set forth in the General Conditions are in effect unless specifically modified by the Special Terms and Conditions. All Special Terms and Conditions and the General Conditions become part of any contract entered into if any or all parts of the bid are accepted by ONC BOCES and its members.

CONTRACT MANAGER

Jennifer Avery
Otsego Northern Catskills BOCES
Otsego Area Occupational Center
1914 County Route 35
Milford, New York 13807
javery@oncboces.org

CALENDAR OF EVENTS

4. The anticipated schedule of events for this bid are as follows:

Legal ad Publish Date	January 18, 2024
Date solicitation issued	January 18, 2024
Written Requests for Clarification due by	February 22, 2024 (7 days prior to bid opening)
Bid due date	February 29, 2024
Board Award	March 20, 2024
Initial Contract Term	March 21, 2024 – December 31, 2024

PRE-BID INSPECTION

5. ONC BOCES will hold an in-person Pre-Bid meeting/Inspection of the work site scheduled for Tuesday, February 6, 2024 or by appointment only made during the hours of 9:00 AM and 3:00 PM with the Director of Facilities. To schedule your visit please call or email Vinny Wojciechowski, Director of Facilities (607) 588-6291 ext. 1200, vwojciechowski@oncbores.org. Pre-Bid inspection will be held at the **ONC BOCES Milford Campus, 1914 County Route 35, Milford, NY 13807**
6. The inspection is not mandatory but is highly recommended for all potential bidders to understand the entire scope of the project, including job conditions, physical dimensions and to verify voltage/phase of electrical service to job site.
7. No other meetings will be scheduled and the project site will not be available for bidders to inspect and determine the proposed contract at a later date or time. It is strongly recommended that respondents submitting proposals schedule an appointment for inspection of the work site OR attend the scheduled meeting.
8. Contractors not attending the Pre-Bid meeting/inspecting the work site will be held accountable to adhere to the terms and conditions of the bid in every way and to honor their pricing and will have no recourse should they bid incorrectly.

PRICING

9. The bid is broken into three (3) pricing areas – Installation/Labor, Material and Equipment required for project completion. Bidders must indicate on the Statement of Fees Exhibit A-5 the labor rate, the material percentage add-on for cost plus for material required and the line item equipment required to complete the project. Price must reflect the District's tax exempt status.
10. Contractors are required to provide an hourly rate for basic labor and the percentage mark-up that will be applied to all materials used on a job/project. Overhead is not billable separately and will be included in the productive hourly rate. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned equipment or rental equipment is not chargeable directly but is overhead and the cost will be included in the hourly rate bid for basic labor. Therefore, labor rates should be inclusive of these additional rates and any profit margin.
11. Man hours paid under this Contract will be only for productive hours at the job site and reported to NYDOL. (No minimum charge requirements will be accepted.) These contract rates will be used by the Contractor when providing written estimates for projects, as they are needed.
12. Material will be priced at cost plus a percentage mark-up that will be applied to the contractor's cost of supplies, materials and/or rental equipment. Verification of actual pricing may be required at any

time by the request of the contractor's invoice for the item(s) in question. If the District provides any equipment, supplies or materials, the Contractor will not be allowed to add costs.

13. No charges will be allowed for federal, state, or municipal sales and excise taxes, for which the District is exempt. Contractors that are found to be charging taxes and fees which are not mandatory for school districts will be required to refund the fees incurred with interest.
14. No other costs except those placed in the bid proposal at the time the bid is submitted will be evaluated, considered or deemed acceptable charges by ONC BOCES.

AWARD METHOD

15. The BOCES Board will, based on the final comparison of all bids, award the bid to the lowest, responsive, responsible bidder as will best promote the public interest. The Otsego Northern Catskills BOCES Board of Education reserves the right to reject any and all bids in whole or in part.
 - Responsive (BID): complies in all material respects with terms, conditions, and specifications of the bid documents
 - Responsible (BIDDER): must demonstrate the ability to perform successfully under the terms of the proposed contract, taking into account technical and financial capability, and previous work history

CONTRACT TERM

16. The bid will be for the period of of **March 21, 2024 through December 31, 2024**. Prices will remain firm for the entire bid period.

PREVAILING WAGE:

17. This is a Prevailing Wage solicitation. **The prevailing wage case number (PRC #) for this project will be assigned by ONC BOCES.** The Department of Labor, Bureau of Public Work administers Article 8 and Article 9 of the New York State Labor Law. Labor cost must reflect the current prevailing wage rates as outlined in Article 8 and Article 9 of the New York State Labor Law. This contract for a walk-in cooler freezer combination box falls under the falls under Article 8.
18. Prevailing wage schedules for Article 8 and Article 9 can be found at <https://dol.ny.gov/public-work-and-prevailing-wage>. Bidders are required to comply with the New York State issued wage schedules on a county-by-county basis. They contain the pay rates for each work classification.
19. Generally, Article 8 applies to projects for construction or reconstruction done on behalf of a public agency (entity). Article 8 covers the payment of prevailing wages and supplements on public construction projects. Awarded contractors must provide certified payrolls with each invoice as per the NYS Department of Labor Prevailing Wage Law.

LICENSES, PERMITS AND FEES

20. The successful bidder will comply with all Federal, State, County, and local laws, codes, regulations and ordinances applicable to the Projects and the installation thereof in the state of New York. The awarded contractor will be responsible for any permits, fees, or licenses necessary to complete the work at no additional costs to the School District.
21. Only licensed contractors can perform the work and in addition, possess all licenses required by all other authorities having jurisdiction over the work.

22. Prior to commencing the contract work and at his/her own cost, the Contractor will secure all required licenses for employees, Contractor's firm, and equipment to be furnished and utilized by this contractor.
23. Sub-contracting for any of the services or labor required to perform these specifications will not be permitted without the authorization of the ONC BOCES representative.

PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS

24. Installation will consist of erecting and leveling of walk-in cooler and freezer combination box, wiring, piping, charging and testing of refrigeration system.
25. Supply and install Imperial Brown or equivalent 7' 8 9/16" x 16' x 7' 4 3/4" tall cooler freezer combination box. Successful bidder to verify dimensions prior to ordering.
26. Cooler compartment 7' 6" x 7' 9/16" x 6' 8 3/4".
27. Supply and install one (1) new evaporator coil and one (1) condensing unit for the cooler-Heatcraft or equivalent. Condensing unit will be installed on rubber roof pads on flat roof.
28. Supply and install one (1) new evaporator coil and one (1) condensing unit for the freezer-Heatcraft or equivalent. Condensing unit will be installed on rubber roof pads on flat roof.
29. Supply and install one (1) LED light fixture for the cooler unit and one (1) LED light fixture for the freezer.
30. Supply and install insulated flooring throughout the cooler and freezer.
31. Supply and install right hinged door with 14" X 14" non-heated window for walk-in cooler.
32. Supply and install right hinged door with 14" X 14" heated window for walk-in freezer.
33. Supply and install all refrigerant lines, drain lines, control wiring and line voltage wiring.
34. Supply and install all finishing trim for the walk-in cooler and freezer combination box. Including enclosure panels, trim strips and cove base trim.
35. Contractor to provide all electrical work with electrical connections to be performed by a licensed electrician and will be in accordance with all federal, state, county and local codes and regulations.
36. Walk-In Cooler to hold a minimum of +38 degrees Fahrenheit. Walk-In Freezer to be set to hold a minimum of -10 degrees Fahrenheit.
37. Complete pressure test for leaks and strength.
38. Complete start-up of systems.
39. All parts not specifically mentioned which are necessary for the unit installation to be complete and ready for operation or which are normally furnished as standard equipment will be furnished by the vendor. All parts will conform in strength, quality, and workmanship to the accepted standards of the industry.

ADDITIONAL SPECIFICATIONS & SCOPE OF WORK

40. Successful bidder to be responsible for all field dimensioning of walk-in cooler/freezer, refrigeration line runs and condensing unit pads.
41. Contractor is responsible for scheduling and coordinating delivery of all needed equipment and parts to complete the project in a timely manner. If equipment/units are delivered before the worksite is suitable for installation contractor is responsible for storage of equipment.
42. All refrigerant lines subject to sweating will be insulated with foam insulation.
43. All electrical items must bear the label of the Underwriters' Laboratories, Inc. All products provided under this contract will be free from defects and damage. Should any product be received in inferior condition, such as damaged or defective, the successful bidder agrees to replace the unit(s) without any cost incurred to ONC BOCES.
44. The equipment furnished under this specification should be the latest improved model in current production, as offered to commercial trade, and will be of quality workmanship and material. The bidder represents that all equipment offered under this specification is in good working order and bids must contain the latest printed literature and detailed specifications on equipment the respondent proposes to furnish. This literature is for informational purposes only.
45. Contractor to provide all electrical work with electrical connections to be performed by a licensed electrician and will be in accordance with all federal, state, county and local codes and regulations.
46. The awarded vendor agrees to utilize only experienced responsible and capable people in the performance of this contract. ONC BOCES may require that the awarded vendor remove from the job covered by this contract, employees who endanger persons, property or whose continued employment under this contract is inconsistent with the interest of ONC BOCES.
47. The successful bidder will be required to ensure that the work site is free from job associated debris on a daily basis. All debris will be disposed of at the end of the day and taken off site by the bidder/contractor at the bidder/contractor's expense. Bidder/contractor will provide a safe work environment for the workers and pedestrians that are authorized to be in the designated project area at all times.
48. Service and technical training will be provided by the awarded vendor to the staff at the school which the new equipment will be located at no additional cost if requested by the ONC BOCES School Nutrition Director or Maintenance team. Service manuals (2 sets) will be provided for each piece of equipment purchased at no additional cost.

WARRANTIES

49. All equipment purchased from this bid will carry the manufacturers' standard warranty, unless otherwise specified. In addition to the standard warranty for equipment, the bidder shall provide warranties that extend to "workmanship" of and for "fabricated systems/products". Fabricated systems are identified as "a product or mechanism produced and created by the bidder." Bidder must supply warranty documentation with equipment.

EMPLOYEE VERIFICATION REQUIREMENTS

50. All vendors providing services to the Schools resulting from an award of the attached bid are required to comply with all current State, Federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to work legally in this State and Country. This includes all employees, subcontractors and their employees engaged in work covered by said Contract. Contractors must maintain certified copies of Federal form I-9 for all employees and must supply a copy of these forms should it be required for verification by the District. By submitting a bid for consideration by the County, the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.
51. The awarded Contractor is solely responsible for the performance of all those employed or contracted directly or indirectly. The Contractor will not use workers on School District projects who have been convicted of a felony. Should the Contractor send a convicted felon to work on a School District project it will be deemed sufficient cause to terminate this Contract.

ADDITIONAL CHARGES

52. If the Contractor expects to incur any additional costs not specified in the above paragraphs, you must submit a list of those items and corresponding charges or schedule with bid. There will be no additional charge for delivery or mileage. No other costs except those placed in the bid proposal at the time the bid is submitted will be evaluated, considered or deemed acceptable charges by the ONC BOCES. The Contractor further agrees that should it be determined by the ONC BOCES that the Contractor is falsifying invoices or partaking in fraudulent practices so as to reflect higher costs than actually incurred, this falsification of fraudulent practice will be considered a material breach of the terms of the contract. Nothing herein will be considered to limit the authority of the ONC BOCES to prosecute any bidder or Contractor who violates the laws of the State of New York.

FINAL INSPECTION

53. Food and Nutrition Department representatives, ONC BOCES maintenance representative and the successful bidder will schedule and meet for final inspection of this project. The bidder shall plan, well in advance, a pre-inspection for any adjustments that might be required by his employees. During the formal inspection, all items identified as unacceptable and requiring the bidder's attention, will be identified as punch-list items and the bidder will have 72 hours to correct and complete repairs/adjustments. During the final inspection, the bidder will provide all warranty information not previously provided. Bidder will provide a list of local service agencies authorized to make repairs to the equipment furnished on this contract.
54. The ONC BOCES representative will have the right to reject any part of the work if the material or workmanship is not of satisfactory quality.



GENERAL CONDITIONS

All invitations to bid issued by the ONC Board of Cooperative Educational Services will bind successful bidders to the conditions and requirements set forth in these general conditions, and such conditions will form an integral part of each purchase contract awarded by ONC BOCES or its Members.

DEFINITIONS

“ONC BOCES” will be the legal designation of the Otsego Northern Catskills Board of Cooperative Educational Services.

“Member” will include all cooperative member districts as outlined on page two (2) of this document and any future new municipal member covered under GML 103.

“Invitation to Bid” A formal statement, which, when issued by the ONC Board of Cooperative Education Services Board of Education, constitutes an invitation to participate and bid on the materials, supplies and equipment described by the specifications.

“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 vendor/bidder submits his bid.

“Bidder” A company, corporation or individual submitting a bid.

“Contract” A notice to the successful bidder by the issuance of a purchase order, 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, specifications, notice of award, bid proposal certifications; a formal document signed by the successful bidder and the ONC BOCES representative.

“Successful Bidder” Any bidder to whom an award is made by the ONC BOCES.

“Contractor” Any bidder to whom a contract award is made by the Board of Cooperative Education Services.

“Specifications” Defined as the description of materials, supplies, equipment, and/or services, including the conditions for its purchase.

SECTION 1: INTRODUCTION

- 1.1 The intent of the specifications is to provide responsible bidders' information for the purpose of obtaining firm pricing for commodities, equipment or services as outlined in the documents, as requested by BOCES and our participating members.
- 1.2 A complete set of Bidding Documents must be utilized in preparing this bid. ONC BOCES does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete bidding documents.
- 1.3 Where a manufacturers' name or a brand name and model is listed, it is done as a quality standard and alternatives offered by the bidder should be equal to or better than the specified item. If an alternate is offered, the bidder must so specify and provide with the sealed bid any and all technical data regarding the alternates' quality and specifications. Alternates offered will be determined of equal value by a bid committee. The bid committee reserves the right to determine quality and compatibility with the districts' requirements.
- 1.4 Any factual information contained in this bid is for informational purposes only and is subject to independent bidder verification.
- 1.5 All costs incurred by the bidders in preparation, estimating and submission of a response are the total responsibility of the bidders. All proposals and associated materials, excluding samples, will become the property of the Otsego Northern Catskills BOCES.
- 1.6 Otsego Northern Catskills BOCES reserves the right to select or reject all or part of any proposal submitted and reserves the right to waive response informalities and accept clarifications or revisions as needed.

SECTION 2: BID RESPONSES AND SUBMISSION

- 2.1 Faxed or emailed bids are not acceptable and will not be considered.
- 2.2 Sealed or electronic bid submissions will be accepted.
- 2.3 The bidder will express any concerns about or requests for clarification of interpretation of the bidding documents in writing, Dr. Jennifer Avery, Deputy Superintendent, javery@oncbores.org, 1914 County Route 35, PO BOX 57, Milford, New York 13807, no later than seven (7) days prior to the bid opening date. The request will state clearly and in detail the basis for any such concern or request. The request will be sent by email. Bidders will not be allowed to take advantage of any errors or omissions in the specifications.
- 2.4 The bidder is required to submit Exhibits A, A1 through A11 along with the Bid Sheet and any additional corresponding attachments. Each bid will include the following:
 - A-1. Bidders Agreement
 - A-2. Vendor Identification Form – Signed
 - A.3. References
 - A-4. Current Projects
 - A-5. Statement of Fees
 - A-6. Non-Collusion Affidavit
 - A-7. Iran Divestment Act Certificate
 - A-8. Bidders Statement on Sexual Harassment
 - A-9. Addendum Acknowledgement if applicable
 - A-10. Additional Documentation required with Bid submission

A-11. Example of Certified Payroll Form – To be submitted with Invoice only, not at time of bid.

Sealed Bids:

- 2.5 Sealed bids will be received via mail, postal, shipping carrier or hand delivered to ONC BOCES, 2020 Jump Brook Road, Grand Gorge, NY 12434 in an envelope, clearly marked “Sealed Bid” with the bid name and number, no later than the date and time specified under the Notice to Bidders (page 3).
- 2.6 For Sealed Bid submissions Bidders will supply signed hard copies of their completed bid forms and the bid sheet in a sealed envelope.
- 2.7 A CD or flash drive will be sent with the bid, clearly marked with the bidder’s name. A PDF of the signed bid documents will be saved along with the excel bid sheet where applicable. The excel sheet must not be password protected or sent as a PDF. When working in this file it is important **not to change or delete any of our data.**

SECTION 3: BIDS

- 3.1 The date, time and place of the bid opening are provided under the Notice to Bidders on this document and on the cover page.
- 3.2 All bids will be submitted on the bid forms that are provided by ONC BOCES along with signed hard copies of all the required bid documents. ***The bidder will not change or provide the bid sheets in a different format than the one provided with the bid documents.***
- 3.3 All bids must be in a sealed envelope, clearly marked “SEALED BID.” The name of the bid and bid number must appear on the envelope as indicated under the Notice to Bidders in the Special Terms section. Bids must not be attached to or enclosed in packages containing bid samples.
- 3.4 ***All bids received after the time stated in the Notice to Bidders will not be considered.*** The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the BOCES.
- 3.5 In the event that the ONC BOCES Purchasing office is closed due to unforeseen circumstances on the scheduled day of the bid opening, the bid submission deadline will be automatically rescheduled for the same time; on the next day that ONC BOCES Purchasing Office is open.
- 3.6 The submission of a bid proposal 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, equipment or services satisfactorily in complete compliance with the specifications.
- 3.7 Illegible or vague bids may be rejected. Facsimile, printed or typewriter signatures are not acceptable.
- 3.8 **No charges will be allowed for Federal, State or municipal sales and excise taxes since ONC BOCES and its Members are exempt from such taxes. The price bid will be net and will not include the amount of any such tax.**

- 3.9 No interpretation of the specifications or other contract document will be made to any bidder verbally. Every request for such interpretation should be in writing, addressed or emailed to the BOCES, no later than seven days (7) prior to the opening date of the bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record in the form of addendum and will become a part of the contract documents.
- 3.10 By signing the agreement to the conditions and stipulations of this bid, the bidder also certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency as set forth in the nonprocurement debarment and suspension regulations (7 CFR Part 3017) issued January 30, 1989 (54 FR 4722).
- 3.11 The bidder agrees to save, defend, keep harmless and indemnify the district, and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded bidder's performance of the contract or arising out of each and any product defect or failure.

SECTION 4: PRICING

- 4.1 All services must be per the attached specifications, unless otherwise noted. Any additional work or services can only be authorized by the District Superintendent, which must be obtained in writing prior to initiating the work.
- 4.2 At this time, National "Government" Cooperative pricing must not be offered as an option to participate in this bid, as the Member Districts may not have legal authority to utilize such contracts. Vendor's that are an awarded vendor, under such contract, must state the National Cooperative Contract and will agree that the sale of items under this bid contract will not be reported as sales under the national cooperative's master agreement. This bid will not be connected to or a party to any National Cooperative Contract.

SECTION 5: BID EVALUATION AND AWARDS

- 5.1 The evaluation process, in determining which bid will result in an award, will consist of consideration being given to: price, quality of services offered, qualifications, references and reliability.
- 5.2 The bid will be awarded on a total or lot by lot basis. The decision on the method of award will be made solely by each District's bid award committee. The Districts/Members reserve the right to reject, for cause, any bid in whole or in part if in its judgment the best interests of the public will be served. Based on the final comparison of all bids, an award will be made to the lowest, responsive, responsible bidder meeting specifications.
- 5.3 If two or more bidders submit identical bid prices on the same item, the decision of the board to award a contract to one of such identical bidders will be final. (General Municipal Law, Sec.103, Sub. 1)
- 5.4 Bids will be considered only from bidders whose financial resources; technical ability and experience are commensurate with the equipment and services to be performed.
- 5.5 The Otsego Northern Catskills BOCES Board of Education reserves the right to reject all bids. ONC also reserves 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 interests of ONC BOCES and its Members will be served.

- 5.6 ONC BOCES reserves the right to compare bid prices and purchase items from New York State contracts, other County contracts, or New York State Preferred Sources within its discretion, if such items can be obtained on the same terms, conditions, specifications, and at a lower price and if it is in the best interest of the BOCES and its Members pursuant to General Municipal Law 103.
- 5.7 Award notification will be made to the successful bidder(s) within forty-five (45) days from the date of bid opening. All awards are subject to approval by the ONC BOCES Board of Education and its members. The formal award of the bid will take place the day following the next Board of Education meeting scheduled on the first Wednesday of every month, after the bid opening.
- 5.8 The successful bidder's submittal, when accepted by the BOCES either by formal letter of acceptance or Purchase Order, will legally constitute acceptance and therefore, be subject to all the terms and conditions of the bid documents. Any and all ambiguities in bid documents, bid awards, contracts or related documents, including tariffs, will be construed in favor of BOCES.
- 5.9 Bidders will not ship or deliver any item until receipt of a valid purchase order from ONC BOCES or our Members.

SECTION 6: BID REJECTIONS AND DISQUALIFICATION OF BIDDER

- 6.1 Any one or more of the following, among others, may be considered sufficient for the disqualification of a bidder and the rejection of a bid:
 - a. Failure to satisfy the submittal requirements of the bid.
 - b. Evidence of collusion among bidders.
 - c. Illegible or vague bids.
 - d. Lack of responsibility as shown by past work, reference, or other factors.
 - e. Default or termination of other contracts or agreements.
 - f. Other causes as deemed appropriate at the Board's sole and absolute discretion.
 - g. Debarment
- 6.2 Late Bids - All bids received after the time stated on the cover page and in the "Notice to Bidders," or the bid submission deadline as modified by formal addendum, will not be considered and will be returned to the bidder at their expense. The bidder assumes the risk of any delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time, at the place specified. The date/time stamp in the Purchasing Office will be utilized in all cases to determine the official time of receipt.
- 6.3 No faxed, electronic, verbal, telegraphic or telephonic bids will be considered.
- 6.4 Damaged/ Illegible Bids - The BOCES is not responsible for any bid or portion of a bid submittal that has been damaged or destroyed while in transit to the BOCES. Bidders should take the necessary precautions to ensure that their submission is received intact. Illegible bid documents will be rejected for cause.
- 6.5 Irregular Bids - Bids will be considered irregular and will be subject to rejection for the following reasons:
 - a. If the bid is on a form other than that furnished by ONC BOCES, or, if any of the BOCES forms are altered in any way.
 - b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

SECTION 7: CONTRACT

- 7.1 Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein will constitute a contract between the successful bidder and the BOCES and its Members. Contract will bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the conditions of this bid.
- 7.2 Mailing or emailing the notice of award or a purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of contract.
- 7.3 Cancellation of contract for any reason may result in removal of the successful bidder's name from the mailing list for future proposals for an indeterminate period.
- 7.4 At the end of the initial contract period, upon mutual agreement of ONC BOCES and the Contractor, the bid may be renewed for the time frame outlined in the Special Terms and Conditions section of the original contract. If the Bid is for 6 months, then the renewal request will be for 6 additional months. Renewal of multiple item bid awards will be contingent upon renewal of all items.

SECTION 8: DELIVERY REQUIREMENTS

- 8.1 All deliveries will be F.O.B to final destination.
- 8.2 Delivery will be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on the purchase order, it will be interpreted to mean prompt delivery.
- 8.3 Deliveries/Scheduled Services will be made between the hours of 8:30 A.M. and 3:30 P.M. Monday through Friday, excluding holidays, except commodities required for daily consumption or where the delivery is for an emergency unless the specification dictates different times.
- 8.4 The successful bidder will supply all guarantees, service warranties, and manuals where applicable.

SECTION 9: INVOICING

- 9.1 All vendors must accept purchase orders in order to facilitate the sale.
- 9.2 Bid price will be reflected on the invoice, and there will be no additional charges incurred by ONC BOCES; such as finance charges, delivery, freight, shipping, handling, etc. If extended warranties are available, the net prices will be outlined separately. No fuel surcharges are permitted.
- 9.3 No other costs except those placed in the bid proposal at the time the bid is submitted shall be evaluated, considered or deemed acceptable charges by the ONC BOCES or its Members.

SECTION 10: SPOTA BILL – PAYROLL RECORDS

- 10.1 The Spota Bill requires that the awarded Contractor(s) provide a Certified Payroll with each invoice under Article 8 of the New York State Labor Law. This requirement is connected to the Prevailing Wage Rate requirements. The filing of Certified Payrolls to the School District is a condition of payment. Certified payroll example can be found on the Department of Labor website <https://www.dol.gov/whd/programs/dbra/forms.htm>
- 10.2 Certified payrolls must be collected and retained for a period of 6 years after the completion of the project.

10.3 Article 9 of the New York State Labor Law does not require the collection of certified payroll.

SECTION 11: PAYMENTS

11.1 ONC BOCES will make payment only after receipt and acceptance of the product(s) ordered.

11.2 Otsego Northern Catskills BOCES payment terms are net 30 days.

11.3 Vendor invoices will show the purchase order number and will be mailed to the district as indicated on the purchase order.

11.4 The vendor's invoice will state any prompt payment discounts available.

11.5 ONC BOCES is exempt from federal, state, and municipal sales/excise taxes. Therefore the bid price will not include any such taxes.

SECTION 12: DISCLOSURE OF PROPOSAL CONTENTS:

12.1 To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the BOCES Board. All material submitted becomes the property of BOCES and may be returned or retained at the BOCES discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the BOCES. The BOCES reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right.

12.2 If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor must submit with its proposal a letter specifically identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets will constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets

SECTION 13: INDEPENDENT CONTRACTOR:

13.1 The parties hereto agree that Contractor is an independent contractor and the relationship between them is not an employer-employee relationship. Consistent with Contractor's status as an independent contractor, Contractor will supply all necessary personnel, materials, supplies and equipment, except as aforesaid, to provide the services contracted for hereunder. Said services will be performed by the Contractor, Contractor's employees, agents or servants as in Contractor's sole discretion and judgment necessary and appropriate to meet the standards set forth herein free from the supervision, control and direction of BOCES, subject only to review and final approval of BOCES as heretofore herein stated.

13.2 Contractor hereby agrees that Contractor, Contractor's agents, servants and employees are not entitled to or eligible for any right, privilege or benefit applicable to an agent, servant or employee of BOCES and Contractor, Contractor's agents, servants or employees will not make any claims, demands or application for or to any right, privilege or benefits applicable to an agent, servant or employee of BOCES, including but not limited to worker's compensation coverage, disability or accident coverage or benefits, medical/dental insurance coverage, unemployment insurance benefits, social security or retirement credit, benefits or membership.

- 13.3 Contractor, as an independent contractor, hereby agrees warrants and represents to BOCES that Contractor will be solely responsible for the withholding and timely remittance from the payment made by BOCES to Contractor hereunder of all required payroll withholdings for Contractor, Contractor's agents, servants and employees, including but not limited to Social Security Taxes, Federal and State Income Taxes.

SECTION 14: WORKER NOTIFICATION A9052/S6240

- 14.1 Contractors must adhere to Labor Law §220, paragraph a, of subdivision 3-a.
- 14.2 All contractors and subcontractors must provide written notice to all prevailing wage workers of the prevailing wage rate(s) for their particular job classification on each pay stub.
- 14.3 All contractors are required to post a notice at each public work project that includes:
- Telephone number and address of the NYSDOL.
 - Rights of an employee to contact NYSDOL if they are not receiving proper prevailing wage.
 - Posters are available at www.labor.state.ny.us
- 14.4 Any Public Works Contract in excess of \$250,000 must meet the OSHA 10-hour Construction Safety and Health Course (S-1537-A) requirements as outlined in Labor Law §220, section 220-h.

SECTION 15: CONFIDENTIALITY:

- 15.1 Contractor acknowledges that the data and documentation it may handle in the performance of this contract may be highly confidential in nature. The contractor will ensure that all reasonable procedures to protect personal data from unauthorized access, misuse, alteration or disclosure by unauthorized parties are executed at all times, and must include the use of data encryption software and secure servers.
- 15.2 Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, personally identifiable information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the BOCES or the employees, bidder's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the BOCES or while on school premises.
- 15.3 The restrictions herein will survive the termination of this contract for any reason and will continue in full force and effect and will be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination.

SECTION 16: WARRANTIES

- 16.1 The successful bidder will warrant that all product(s) will conform to the proposed specifications, drawings, descriptions listed in the RFB, sample(s) furnished by bidder, if any, and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. The successful bidder will not limit or exclude any implied warranties and any attempt to do so may render that awarded contract void at the option of the BOCES. In case of conflict between specifications, drawings and descriptions, the specifications will govern.
- 16.2 Safety Warranty - The successful bidder warrants that the product(s) offered will conform to the standards declared by the U.S Department of Labor under the Occupational Safety and Health Act

of 1970, as amended. In the event the product(s) does not conform to OSHA standards, the BOCES may require the product(s) to be redone at no additional expense to the BOCES.

- 16.3 In the event the successful bidder fails to make the appropriate correction within a reasonable time, any corrections already made by the BOCES will be at the successful bidder's expense.

SECTION 17: GUARANTEES BY THE SUCCESSFUL BIDDER

17.1 The successful bidder guarantees:

- a. The product against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- b. Carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- c. Every unit delivered will be guaranteed against faulty material and workmanship for a period of at least one year from the 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 or member district. Any merchandise provided under the contract, which is or becomes defective during the guarantee period, will be replaced by the successful bidder free of charge with the specific understanding that all replacements will carry the same guarantee as the original equipment. The successful bidder will make any such replacement immediately upon receiving a request from BOCES or its Members.
- d. If applicable, all electrical items will bear the label of the (UL listed) 'Underwriters' Laboratories, Inc. All products provided under this contract will be free from defects and damage. Should any product be received in inferior condition, such as damaged or defective, the successful bidder agrees to replace the unit(s) without any cost incurred to the district.

SECTION 18: EMERGENCY/DISASTER EVENT

- 18.1 In the event that a disaster or emergency is declared by a District Superintendent of a member school or County/Town Board pursuant to his/her authority under Section 163(10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Member reserves the right to obtain such products or services from any source if the awarded supplier cannot facilitate the immediate need. The Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph. It is understood that at the end of said declared emergency, that the member will resume normal contract purchases from the awarded supplier until the end of the contract period. In any emergency, the Contractor shall be prepared to provide continuous twenty-four hour service as directed by the Member. For the purpose of maintaining necessary communications and services, the Contractor must designate a primary and, if available, a secondary contact person for emergency service. The contractor guarantees that the persons so designated will be available throughout the emergency.

SECTION 19: LAWS, ORDINANCES, CODES, LICENSES AND PERMIT REQUIREMENTS

- 19.1 The successful bidder will comply with all Federal, State, County, and local laws, codes, regulations and ordinances applicable to the Projects and any installation thereof in the state of New York.
- 19.2 The awarded contractor will be responsible for any permits, fees, or licenses necessary to complete the work at no additional costs to the School District. Requirements of Article 8 (Sections 220-223) of the New York State Labor Law are in effect.
- 19.3 All Contractors submitting bids are to be authorized contractors or installers in the field for which they are bidding.

19.4 All Contractors performing services for the District are required to comply with OSHA Regulations.

SECTION 20: MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 20.2 Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before opening time must be initiated by the authorized signer of the bid, guaranteeing authenticity.
- 20.3 If prior to awarding of the bid or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the BOCES and promptly thereafter demonstrates to the reasonable satisfaction of the BOCES that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid in its entirety without penalty.

SECTION 21: WICKS LAW

- 21.1 New York General Municipal Law § 101, known as Wicks Law, provides that when the total cost of contract work for the erection, construction, reconstruction, or alteration of a public building exceeds \$500,000, independent prime contractors must be used for:
- plumbing and gas fitting work;
 - steam, hot water heating, ventilation and air conditioning work;
 - Electrical wiring and illuminating fixtures work.
- 21.2 The municipal law does not require that each of the three types, plumbing, heating, and electrical, be present in the contract to which Wicks Law applies, but will apply whenever the amount of work is above the set limit of \$500,000 and whenever any of the three types of work are present.
- 21.3 Separate specifications are required for each aspect of the project so that each may be separately and independently bid to ensure expert performance in each of the specified areas.

SECTION 22: INSURANCE REQUIREMENTS

- 22.1 The awarded contractor guarantees to furnish adequate protection insurance for damage to buildings, grounds and/or equipment arising out of the performance of the Contractor, his subcontractors or their respective employees, and/or agents in connection with the furnishing and delivery of this contract. The bidder agrees to save, defend, keep harmless and indemnify the districts, and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded bidder's performance of the contract. Certificates of insurance may be requested at any time.
- 22.2 Insurance Requirements during the performance and up to the date of final contract usage, the Contractor must maintain insurance of Bodily Injury and Property Damage. The Contractor understands and acknowledges that the School District normally requests certain insurance coverage to protect the public for injuries or damages arising out of negligence.
- 22.3 Bidders will provide the name of the insurance carrier for General Liability and Automobile Liability insurance on the provided Bidders Agreement sheet. The bidder understands and acknowledges that the districts normally request and secure certain insurance coverage to protect the public for injuries or damages arising out of negligence.

- 22.4 General Considerations - It is a requirement of School Districts that any Contractor providing services will agree to defend the School District and its employees against claims for damages. The purpose of these requirements is to protect the School District's financial position: If there is a conflict between the wording of these Insurance Requirements and other forms, the wording of these Insurance Requirements will prevail. No insurance which may be provided by the Member will insure to the benefit of the Vendor.
- 22.5 To insure compliance with this policy, the School District requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to the School District. The School District fully understands that no insurance policy of any company licensed to do business in the State of New York is all encompassing in coverage or limit of liability.
- 22.6 The successful bidder will be required to procure and maintain at its own expense, the following insurance coverage for the duration of the contract:
- a. **General Insurance:** A certificate of insurance, in the form satisfactory to the School District, evidencing said coverage will be provided to the School District prior to the commencement of the Agreement. Throughout the term of the Agreement, the Contractor will provide an updated certificate of insurance upon expiration of the current certificate.
 - b. **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job-related injuries.
 - c. **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - d. **Commercial General Liability Insurance:** A policy or policies providing commercial liability coverage including products/completed operations, and personal and advertising injury with limits as identified below.
- 22.7 Minimum Limits of Coverage - Coverage will be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there will be no gap between them. The Contractor will provide certificates evidencing that the coverage and limits as outlined herein, are in force and will remain in force, except that a minimum of thirty (30) days prior written notice will be given of any non-renewal, cancellation or substantive change in the coverage or the limits. The awarded contractor will maintain the following insurance for the duration of the bid award contract period.

<u>Liability For:</u>	<u>Limits:</u>
General Liability	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Property Damage	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Bodily Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Personal Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Comprehensive Business Insurance	\$1,000,000 each Occurrence / \$2,000,000 Aggregate.

SECTION 23: WORKMAN'S COMPENSATION

- 23.1 In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor provides and maintains coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- 23.2 The awarded contractor will maintain, during the duration of this contract, sufficient workman's compensation coverage on its employees, including Employer's Liability coverage with minimum limits of \$1,000,000 in order to conform to the requirements of the laws of New York. Proof of insurance must accompany the bid.

SECTION 24: NON-APPROPRIATIONS CLAUSE

- 24.1 In accordance with New York State General Municipal Laws (GML Section 109-b) the Members will not be liable for any purchases or contracts for goods or services for which funding is not available.
- 24.2 This contract will be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore will be incurred by the Member beyond the amount of such monies. The contract is not a general obligation of the Members listed herein. Neither the full faith and credit nor the taxing power of the Members is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.
- 24.3 Issuance of a purchase order by a Member indicates that the Member currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of an award letter by the ONC BOCES is not in and of itself a binding contract with the BOCES.
- 24.4 Pursuant to the Commissioner of Education's Regulation 170.3(f)(7), as a result of the withdrawal of requests for the service program which make use of the equipment under this contract, the BOCES may elect to cancel this contract during any year throughout the term of this contract.

SECTION 25: NON-ASSIGNMENT CLAUSE

- 25.1 In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without ONC BOCES previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of ONC BOCES. The ONC BOCES retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with ONC BOCES and its members.

SECTION 26: CONTRACT USAGE EXTENSION

- 26.1 The ONC BOCES may seek an additional extension of the contract. The agreement to extend the contract will be at the discretion of the BOCES and the awarded Bidder(s). Should the agreement to extend the contract be unacceptable to one or both parties, the contract will expire and become null and void on the date of the original contract expiration date.
- 26.2 If ONC BOCES exercises any of the optional extensions of the contract, the Awarded Bidder(s) may submit a request for adjustment based on the CPI on the yearly anniversary date of the contract. Any request for price or discount adjustment(s) will be submitted thirty (30) days before the expiration of the contract, in writing to the ONC BOCES Cooperative Purchasing Service. Any and all price adjustments will be limited to the percentage increase in the CPI Index.

SECTION 27: BUY AGAINST CLAUSE

- 27.1 The School District may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the School District. The School District reserves the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse the School District promptly for excess cost occasioned by such purchases. Should the cost be less, the successful bidder will have no claim to the difference. Such reimbursements will be deducted from the contract quantity and future invoices. Proper notice (both written and verbal) will be given before the "Buy Against Clause" is implemented.

SECTION 28: SAFETY DATA SHEETS

- 28.1 Safety Data Sheets (SDS) (Formerly known as MSDS - Material Safety Data Sheet) must accompany every shipment for all items having an established SDS (MSDS), as set forth by the New York State Right to Know Law enacted in 1970, OSHA issued Hazard Communication Standard (HSC) enacted in 1983 and the Globally Harmonized System Classification (GHS) of Chemicals revised in 2012. Vendors not supplying the SDS/ MSDS with each shipment may be declared an unresponsive bidder.

SECTION 29: CONFLICT OF INTEREST

- 29.1 No public official from the State of New York, Counties of Delaware-Chenango-Madison-Otsego or any local governmental unit located within the above counties will have interest in the Agreement.

SECTION 30: DISPUTE RESOLUTION

- 30.1 The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. Any dispute arising in connection with the interpretation and performance of the provisions of will be resolved by the Parties in good faith through negotiations. During this period, the parties shall make good faith efforts to amicably resolve the claim, dispute or controversy. In case no resolution can be reached by the Parties within thirty (30) days, then negotiations between senior executives of ONC BOCES and the supplier, with authority to settle the dispute will commence.

SECTION 31: LITIGATION

- 31.1 In the event either party is involved in any litigation brought in reference to this contract, the laws of New York will be used to address any conflict. Any lawsuits brought against the Bidder or the BOCES will have a venue in the City of Cooperstown, Otsego County, New York.

SECTION 32: ETHICS

- 32.1 The bidder will not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the BOCES. Any contact between a bidder and BOCES employees, board members, other than with the Purchasing Office, will be grounds for disqualification.
- 32.2 Each bidder must state that no member of the participating boards of education, or any officer, or employee thereof, is directly or indirectly interested in the proposal.

SECTION 33: COMPLAINTS

- 33.1 A variance sheet will be filed, by districts, for items shipped which may deviate from specification. That deviation from specification can be considered a physical noncompliance of a product or a problem affecting delivery and condition of a product. A vendor having three (3) significant variances written will be asked to appear before the committee to explain the problem and outline a resolution. Three (3) or more variances affect the vendor's status with the CO-OP as a responsible bidder.

SECTION 34: NON-PERFORMANCE, DEFAULT AND TERMINATION

- 34.1 In the event an awarded Vendor should default in any obligations or conditions set forth in this contract, the BOCES or its Members will notify the Vendor of such default in writing within ten (10) days. Within seven (7) days of the date of the notice of default from the District, the Vendor will acknowledge in writing receipt of the notice of default and will outline the steps the Vendor will take to correct such default. The Vendor will then have ten (10) days to remedy the situation to the satisfaction of the BOCES. The district(s) may additionally proceed at law to recover damages for such default and to secure and enforce any rights accruing to it under any applicable law by reason of such default.
- 34.2 In the event the Vendor fails to correct the situation within the time specified. The BOCES or its Member District will have all rights to terminate the contract with 30 days written notice. If the contract is terminated upon default, the District may obtain the required services to complete the project from another vendor. The BOCES or District reserves the right to authorize immediate purchases from other sources against any terminated contract. On all such purchases the awarded Vendor agrees to reimburse the District promptly for excess cost above the awarded bid price caused by such purchases. Should the cost be less, the successful bidder will have no claim to the difference. Such added purchases may be deducted from any contract payment owed to the original awarded Vendor, for this reason all outstanding payments owed to the original Vendor will be held until the project is completed. The District may additionally proceed at law or in equity to recover damages for such default, and to secure and enforce any rights accruing to it under any applicable law by reason of such default.
- 34.3 No-Fault termination – ONC BOCES has the right to terminate the contract, in whole or in part, at any time in its sole discretion, if it is determined that such termination is in the best interest of the BOCES and its members.
- 34.4 Cancellation and Rescission of Awards: ONC BOCES may cancel, rescind, suspend, withhold, or otherwise limit or restrict any unexercised Award at any time if the awarded Vendor is not in compliance with all applicable provisions of the Bid and Contract Agreement and the Plan or if the Vendor has a Termination of Affiliation.

SECTION 35: RIGHT TO AUDIT

- 35.1 Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the States Auditor's Office, Owner, any successor agency and their representatives, including independent auditors, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with any party conducting the audit or investigation, including providing all records requested. ONC BOCES or its designee will have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The BOCES shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space

in order to conduct audits in compliance with the provisions of this section. The BOCES shall give Service Provider reasonable advance notice of intended audits.

SECTION 36: FORCE MAJEURE

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

SECTION 37: NON-COLLUSION

- 37.1 The bidder must sign and submit the Non-Collusion form certifying that their offer has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the opening date of this bid.
- 37.2 All vendors must sign and return both the Non-Collusion and the Iranian Divestment Certification forms herein.

SECTION 38: IRANIAN DIVESTMENT DOCUMENTS

- 38.1 Each bidder must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder cannot certify that they are not on such a list, the bidder will state and will furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such a statement cannot be made.

SECTION 39: NEW YORK SEXUAL HARASSMENT LAWS:

- 39.1 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 will, 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>.

SECTION 40: DEBARMENT:

- 40.1 By signing the agreement to the conditions and stipulation of this bid, the bidder also certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency as set forth in the nonprocurement debarment and suspension regulations (7 CFR Part 3017) issued January 30, 1989 (54 FR 4722).

ONC BOCES Walk-in Cooler/Freezer and Installation ONC2024-100

The bidder acknowledges, by submission of a bid, that they have carefully read the Request for Bid and understands the specifications requested and agree to all conditions and stipulations contained herein and on the enclosed General Conditions.

Authorized Signature: _____ Date: _____

Printed Name: _____ Phone: (____) _____

Company: _____ Fax #: (____) _____

Address: _____

Email Address: _____ Website: _____

EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Any exceptions to the bid conditions must be listed below. Exceptions listed anywhere else in the bid will make those exceptions null and void. Exceptions to any and all bid conditions may be taken into consideration by the bid committee and may result in the bid being considered unresponsive and thus rejected.

NOTARY

State of _____ County of _____

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Notary Public

VENDOR IDENTIFICATION

Name of Organization _____

Address of Organization: _____

Contact Person and Title _____

Phone: (____) _____

Email: _____

Federal ID Number: _____

Are you incorporated: () Yes () No

a) If yes, in what State are you incorporated? _____

b) If you are not incorporated in New York State, are you authorized to do business in New York? _____

If you are not incorporated, please check the appropriate line below:

- _____ Partnership _____ Limited Liability Company
 _____ Sole Proprietorship _____ Limited Liability Partnership
 _____ Unincorporated Association
 _____ Other (Please specify) _____

	Firm wide Totals	Responsible Office
Number of Shareholders		
Number of Principles		
Number of Managers		
Number of Seniors		
Number of Staff		
Number of Support Staff		
Firm is:	Local Regional National	

REFERENCES

Name of Proposer: _____
Years in Business: _____ Number of Employees _____

Please provide company name, address, contact person, telephone number, and appropriate information on the service(s) provided to NY School Districts and/or BOCES similar to those requested in this solicitation document. Potential subcontractors cannot be referenced. Any subcontractor arrangement for the completion of this work will be listed on a separate page and approved by ONC BOCES prior to service work beginning. Minimum of four (4) references is required for this bid.

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____ No. of Years as Client: _____
Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____ No. of Years as Client: _____
Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____ No. of Years as Client: _____
Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____ No. of Years as Client: _____
Service(s) Provided: _____

Authorized Agent of Company (Print)

Signature

THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET

CURRENT PROJECTS

Proposer: _____

3.1 Please list your firms' current projects:

Name of Business:	Contract Amount:	Expected Completion Date:

Please describe your firm in terms of financial resources, staff capabilities, and strategic planning experience. Use additional sheets if necessary.

Please explain your firm's staffing plan, including resumes for each staff member and the role they will play during this project.

- Designate specific personnel committed to this project.
- Clearly identify the senior staff member that will be in charge of this project.

Please provide details regarding your understanding of the scope of services required and the approach your firm would use to achieve the BOCES objectives. Explain how the firm will keep the project on schedule, and how the firm plans to coordinate and phase-in the updated plan so as to minimize disruption to the owner's operations. Outline methods and techniques used in the past by the firm to contain and reduce project costs. Use additional sheets if necessary to provide the information requested.

Please provide software capabilities and project tracking methods that your firm intends to use for the duration of the project.

STATEMENT OF FEES

Cost proposed must include all consultant fees, preparation of deliverables, freight & shipping charges, etc. Charges must reflect ONC BOCES Tax Exempt statuses.

ONC BOCES Walk-in Cooler and Freezer Combination Box with Installation ONC2024-100

Labor Rate per hour: \$ _____

Percentage Material Mark-up for Materials _____%

Combination Box			
	Vendor #	Bid Price	Alternate Item
Cooler Freezer Combination Box 7' 8 9/16" X 16' X 7' 4 3/4" Tall (Cooler portion 7' 6" X 7' 9/16" X 6' 8 3/4") Imperial Brown or Equivalent			
Insulated Flooring for entire combination box			
Trim-Enclosure Panels			
Trim Strips			
Cove Base Trim			
Cooler			
Cooler LED Light Fixture			
Cooler right hinged door with 14" X 14" non-heated window			
Cooler Condensing Unit-Heatcraft or equivalent			
Cooler Evaporator Coil			
Cooler Refrigerant Lines			
Cooler Drain Lines			
Cooler Control Wiring			
Cooler Line Voltage Wiring			
Freezer			
Freezer LED Light Fixture			
Freezer right hinged door with 14" X 14" heated window			
Freezer Condensing Unit-Heatcraft or equivalent			
Freezer Evaporator Coil			
Freezer Refrigerant Lines			
Freezer Drain Lines			
Freezer Control Wiring			
Freezer Line Voltage Wiring			

EXHIBIT A-5 continued

Additional Information for costs not listed on the pricing worksheet:

Authorized Agent of Company (Print)

Signature

Firm Name _____

Address _____

Telephone # _____ **FAX #** _____ **Date** _____

General Bid Certification

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

Non-Collusive Bidding Certification

By submission of this bid proposal, the vendor certifies that they are complying with Section 103-d of the General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision 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, will contain the following statement subscribed by the vendor and affirmed by such vendor as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each vendor and each person signing on behalf of any vendor 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 vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- (3) No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

(b) A bid will not be considered for award nor will any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the vendor cannot make the foregoing certification, the vendor will so state and will 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 will not be considered for award nor will any award by 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 disclosing competition.

- (1) The fact that a vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication or 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 subparagraph one (a).
- (2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate vendor 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, will be deemed to have been authorized by the board of directors of the vendor, and such authorization will 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 (Authorized)

Name (printed)

Title

THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET.

EXHIBIT A-7 CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
Certification Pursuant to Section 103-g of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law and General Municipal Law section 103-g.
- B. A Bid/Proposal will not be considered for award, nor will any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer will so state and will furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
- The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination will be made in writing and will be a public document.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

Authorized Company Signing Agent:

Name: _____ Title: _____
(Printed Clearly)

Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET.

EXHIBIT A-8 DECLARATION AND CERTIFICATION NEW YORK SEXUAL HARASSMENT LAWS

The undersigned declares that he/she has examined the Notice, Information, Specifications and Proposal and will furnish said and offered services in compliance with the same for the price set forth.

NEW YORK STATE SEXUAL HARASSMENT LAWS

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that the proposer 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 will, 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-sexualharassment-workplace>

Federal Tax ID Number: _____

Type or print name

Company name

Title

Address

Authorized Signature

Telephone Number

Date

Fax

THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET.

EXHIBIT A-9 ONC BOCES Walk-in Cooler/Freezer and Installation ONC2024-100

Addenda Acknowledgment

The bidder acknowledges the acceptance of all addenda's listed below as issued by the BOCES cooperative purchasing office. In the event that no addendums have been issued in accordance with this bid document, bidder will indicate it with the notation of N/A.

The bidder further acknowledges the inclusion of said addenda's to the original bid documents and therefore binding in the agreement of the bidder with the BOCES.

Addendum Number

Date Received

Authorized Signature

The following documents are required to be submitted with every bid.

- 1. Please remember to send a flash drive or CD if you are sending the bid in. Under the General Conditions, Section 2.4 it is specified to send a "CD or Flash Drive with the Bid Documents in PDF and the Bid Sheet in Excel"**
- 2. Proof of Workers Compensation insurance. All bidders must submit proof of workers compensation at time of bid submission.**
- 3. Current W-9**


EXHIBIT A-11

EXAMPLE OF CERTIFIED PAYROLL FORM WH347

Forms can be found online at: <https://online.ogs.ny.gov/purchase/spg/pdfdocs/2060023063PW12DOLPayrollForm.pdf>

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF EMPLOYING EMPLOYERS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
			S	M	T	W	T	F	S										

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.50(k)(3) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987, 70 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1901 OF TITLE 18 AND SECTION 5729 OF TITLE 31 OF THE UNITED STATES CODE.