

NOTICE TO BIDDERS

The Board of Education of the Otsego Northern Catskills BOCES, in accordance with Section 103 of Article 5-A of the General Municipal law, will receive bids on:

PURCHASE OF SOLAR CREDITS

Bids will be received until 3:00 PM on the 2nd day of August 2023 at which time and place they will be opened and publicly read aloud. Bids will be accepted at BOCES Offices located at Otsego Area Occupational Center, 1914 County Road 35, Milford, New York 13807.

The Otsego Northern Catskills BOCES reserves the right to reject any or all Bids in whole or in part, and to waive any irregularities or informalities. The Otsego Northern Catskills BOCES also reserves the right to award bids by total, group or individual items, whichever is in the best interest of the BOCES. Bid forms and specifications are available at the BOCES Office, 1914 County Road 35, Milford, New York 13807 from 9:00 AM until 4:00 PM, Monday through Friday during days BOCES is in session or via email by contacting Meghan Johnston at mjohnston@oncbores.org.

Otsego Northern Catskills BOCES
1914 County Road 35
Milford, New York 13807
Contact: Dr. Jennifer E. Avery, Deputy Superintendent
Phone: (607) 286-7715, ext. 3325
Email: javery@oncbores.org

Date: _____, 20__

BIDDER'S INFORMATION SHEET

Bidder's Name: _____

Firm Name: _____

Firm Website: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____ E-Mail: _____

BID PROPOSAL CERTIFICATIONS

Bidder Name	
Firm Name	
Business Address	
Telephone Number	Date of Bid

I. General Bid Certification

The bidder certifies that it will furnish, for the credits herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-collusive Proposal Certification

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

1. Statement of non-collusion in bids and proposals to political subdivision of the State. 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, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusion bidding certification

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The rates 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 rates with any other bidder or with any competitor;

(2) Unless otherwise required by law, the rates which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

(b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same rates being bid, does not constitute, without more, a disclosure within the meaning subparagraph 1(a).

2. Any bidder hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision 1 of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature _____

Title _____

GENERAL CONDITIONS

(For the purchase of commodities, products and/or services)

All Bids issued by the above named BOCES will bind Vendors and Successful Vendors to the conditions and requirements set forth in these General Conditions, and such Conditions shall form an integral part of each Contract awarded by the BOCES.

It is the Vendors' responsibility to read the following General Conditions, and the attached Detailed Instructions, Specifications and Bid which outline the bidding rules of the Otsego Northern Catskills BOCES.

Where the terms "bid" or "bids" are used in these documents, the bidder understands that the terms "proposal" or "proposals" could be used to replace "bid" or "bids" and be used interchangeably depending on the scope and nature of this solicitation.

DEFINITIONS

"BOCES"	The legal designation of the BOCES issuing this bid request.
"Notice to Bidders"	A formal statement which, when issued by the BOCES, constitutes a Solicitation for Bids on the commodity, product, and/or services described by the Specifications.
"Board"	The Board of Education of the BOCES.
"Bid"	An offer to furnish commodities, products, and/or services in accordance with the Notice to Bidders, the General Conditions, Detailed Instructions, Specifications, and Bid.
"Offer"	The form on which the Vendor submits a Proposal.
"Vendor"	Any company or corporation submitting a Bid.
"Contract"	A notice to the Successful Vendor; all documents relating to the transaction, including but not limited to the Offer of the Successful Vendor, Notice to Bidders, General Information, General and Special Conditions, Bidder's Instructions, Specifications, Notice Of Award, Bid; and a formal agreement signed by the Successful Vendor and the BOCES representative.
"Successful Vendor"	Any Vendor to whom an Award is made by the BOCES.
"Contractor"	Any Vendor to whom a Contract is made by the Board of Education.

“Specification”	Description of commodity, product, and/or services and the conditions for its purchase.
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BIDS

1. The date, time, and place of Bid opening will be given in the Notice to Bidders.
2. All Bids must be submitted on Bid offer forms and in accordance with instructions provided by the Board.
3. All Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Vendor. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of the Otsego Northern Catskills BOCES. Whether sent by mail or by means of personal delivery, the Vendor assumes responsibility for having the Bid deposited on time at the place specified.
4. All information required by the Notice to Bidders, General Conditions, Special Conditions, Instructions, Contract Specifications, and Bid, in connection with each item against which a Bid is submitted, must be given to constitute a regular Bid.
5. The Non-Collusive Bidding Certification must be included with each Bid as required by General Municipal Law, section 103-d.
6. The submission of a Bid will be construed to mean the Vendor is fully informed as to the extent and character of the commodity, product, and/or services required and a representation that the Vendor can furnish the commodity, product, and/or services satisfactorily in complete compliance with the Specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the Specifications must be set forth in space provided in the Bid for this purpose.
8. Rates and information required should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. The quantities for each Bid are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
10. Sales to the Otsego Northern Catskills BOCES are not affected by any fair trade agreements (General Business Law, sec. 369).
11. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the Otsego Northern Catskills BOCES is exempt from such taxes. The rate shall be net and shall not include the amount of any such tax.

12. In all Specifications, the words “or equal” are understood after each article, or on any patented article. The decision of the Otsego Northern Catskills BOCES as to whether an alternate or substitution is in fact “equal” shall be final. If Bids are submitted on items other than those specified, the Vendor must in every instance give the trade designation of the article, manufacturer’s name, and detailed specifications of the item proposed to furnish. Otherwise, the Bid will be construed as submitted on the identical item as specified.
13. When Bids are requested on a lump sum basis, the Vendor must complete each item in the lump sum group. A Vendor desiring to submit a “no charge” on an item in a group must so indicate; otherwise, the entire Bid for the group may be rejected.
15. All Bids must be sealed. Plain, opaque envelopes must be used, clearly marked “Bid” with the corresponding Bid number. Also the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing Bid samples.
16. No interpretation of the meaning of the Specifications or other Contract Document will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the Otsego Northern Catskills BOCES, not later than five (5) days prior to the date fixed for the opening of Bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all Vendors on record by the Otsego Northern Catskills BOCES in the form of an Addenda to the Specifications. All Addenda so issued shall become part of the Contract Documents.

AWARD

17. Awards will be made to the responsible qualified Vendor offering the highest discount rate, favorable contract term, and highest savings to the BOCES.
18. The Otsego Northern Catskills BOCES reserves the right to reject all Bids. Also reserved is the right to reject, for cause, any Bid in whole or in part; to waive technical defects; qualifications, irregularities; and omissions if in its judgment the best interests of the Otsego Northern Catskills BOCES will be served. Also reserved is the right to reject Bids and to purchase items on State or County Contracts if such items can be obtained on the same terms, conditions, specifications, and at a higher discount rate.
19. The Otsego Northern Catskills BOCES reserves the right to make Awards within 30 days after the date of the Bid opening during which period Bids may not be withdrawn unless the Vendor distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.
20. Each Bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the commodity, product, and/or services described therein shall constitute a Contract between the Successful Vendor and the Otsego

Northern Catskills BOCES. This Contract shall bind the Successful Vendor to furnish and deliver at the rates and in accordance with the conditions of the Bid.

21. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their Bid award and wants that item award rescinded after it has been Awarded, the Otsego Northern Catskills BOCES reserves the right to rescind the entire award and the Vendor's responsibility may be questioned for future Bids.
22. The submission of a Notice of Award to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of acceptance of bid.
23. Any and all Awards resulting from this Bid shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a commodity, product, and/or service.
24. The Successful Vendor is responsible for reviewing the Notice of Award for errors. Any clerical errors in the Award must be forwarded, in writing, to Bruce Capron, Assistant Superintendent for Business and Operations within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected commodity, product, and/or services. The commodity, product, and/or services will be rebid or quoted at a later date.
25. A Contract may be canceled at the Successful Vendor's expense upon non-performance of Contract.
26. Cancellation of Contract for any reason may result in removal of the Successful Vendor's name from mailing list for future Bids for an indefinite period.
27. It is mutually understood and agreed that the Successful Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or the right, title, or interest therein, or the power to execute such Contract, to any other person, company, or corporation, without the previous written consent of the Otsego Northern Catskills BOCES.
28. All costs incurred by the Bidders in preparation, estimating and submission of a Bid are the total responsibility of the Bidder.

GUARANTEES BY THE SUCCESSFUL VENDOR

29. The Successful Vendor guarantees to carry adequate insurance to protect the Otsego Northern Catskills BOCES from loss in case of accident, fire, destruction, etc.

PAYMENTS

30. Payment will be made only after correct presentation of invoices as may be required.

SAVING CLAUSE

31. The Successful Vendor 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.

Note: A Non-Collusive Bidding Certification must be submitted with each bid. The enclosed form, "Bid Proposal Certifications," meets this requirement.
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SPECIAL CONDITIONS

1. Vendors are invited to bid as outlined in Appendix A. The list of items covered by the bid is set forth in the Contract Specifications / Response Sheet attached hereto as Appendix B.
2. This contract period will be for a period of not more than ten years. The Otsego Northern Catskills BOCES may terminate the contract upon one hundred eighty days (180) written notice to the Successful Vendor.
3. Bid rates will remain firm during the contract period.
4. **Award**: Bids received from vendors by or before the date and time of the bid opening will be considered, reviewed, and evaluated as part of the bid award process. The BOCES reserves the right to award the bid on a total or individual item basis.
5. Exceptions to any of items listed in this bid package must be noted on the "Bidder's Exclusion" page, attached hereto as Appendix C.
6. No charge will be allowed for federal, state or municipal sales and excise taxes from which the BOCES is exempt. Bid rates submitted by vendors also will not reflect or include any such taxes. Exemption certificates will be furnished directly by the BOCES.
7. The submission of a bid will be construed as an indication that the bidder is fully informed as to the extent and character of the commodities and rates required and can furnish the commodities and rates satisfactorily to the extent of the specifications.
8. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail by employees of the BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
9. **Questions**: Bidders may submit questions via email to javery@oncboces.org with the subject line reading: "QUESTIONS Regarding Solar Credit Bid". Questions must be received no later than two days prior to the Bid Response Due date. Any answers to submitted questions shall be disseminated to all known Bidders.

10. The BOCES reserves the right to reject any or all bids, to waive such informalities or to accept equivalent bids where it is determined to be in the best interest of the BOCES.
11. **Complaints:** Both the BOCES and vendors will submit all complaints in writing to the appropriate party(s) within four (4) days of any occurrence. The BOCES Deputy Superintendent's Office will maintain a file of all complaints that are submitted from both the vendor and the BOCES.
12. All bid proposals shall be binding, except where it is specifically excluded in writing by the bidder in the original bid submission.
13. The BOCES reserves the right to request reports from the awarded vendor(s) of quantities purchased for specific items under this bid or if need be previous bids.
14. **Buy Against Clause:** The BOCES may immediately purchase commodities and/or products in the open market if the awarded bidder fails to deliver within the time specified. The BOCES 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 BOCES promptly, or deduct from the current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.
15. **Insurance:** The Bidder understands and acknowledges that the BOCES requires certain insurance coverage to protect the public for injuries or damages arising out of negligence. The Bidder guarantees to furnish adequate insurance to defend, hold harmless and indemnify the BOCES, and all its agents, from any and all claims, however caused, resulting from or in any way connected with the Bidder's performance of the Contract. Applicants shall submit to the BOCES **Certificates of Insurance** properly executed by an authorized representative of the insurance carrier for the following:
 1. **Workers' Compensation** as required by New York State Law for all employees and required subcontractors.
 2. **Broad Form Property Damage Liability Insurance and Broad Form Contractual Liability Insurance Coverage** - Coverage to be provided by applicant
 - a. ***BODILY INJURY (including wrongful death)***
\$1,000,000 any 1 person \$1,000,000 aggregate limit
 - b. ***PROPERTY DAMAGE***
\$1,000,000 any 1 person \$1,000,000 aggregate limit

All conditions set forth in the Bid are in effect unless specifically modified. It is the responsibility of the Bidder to adhere to all the conditions and specifications set forth herein. Failure to do so may result in the Vendor's Bid being declared an unresponsive bid. Failure to

adhere to the aforementioned conditions, after the award has been made, may result in the Vendor being found in default of this contract.

Illegible or vague Bids may be rejected. All signatures must be written. Facsimile printed or type written signatures are not acceptable.

BIDDER'S ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

By signing below and submitting this bid for consideration by the Otsego Northern Catskills BOCES, the vendor acknowledges that he/she has read, understood and agreed to all aspects of the General & Special Conditions, all appendices, the Iran Divestment Act and the Bidder's response sheet as presented without reservation or alteration. The bidder, bidder's affiliates, and any other agency that intercedes on the bidder's behalf also agrees to hold the BOCES harmless and not responsible for any hardship that can or potentially could be caused, and subsequently impacts the bidder(s), as a result of this bid.

Authorized Signature

Print Name

APPENDIX A

BIDDER'S INSTRUCTIONS

1. Read all documents contained in the bid specification package.
2. Bidders are responsible for submitting their bids to the appropriate location at, or prior to, the designated time in the Notice To Bidders. No bids will be accepted after that designated time. It is suggested, but not necessary, that overnight delivery services be used to submit bids. Delay in mail delivery is not an exception to the deadline for receipt of bids.

3. Key Dates / Events:

	Date / Time
Bid Responses Due	August 2, 2023 at 3 p.m.
Bid Award	On or about August 30, 2023

4. Key Information:

List of Current ONC BOCES Electrical Accounts

NYSEG

Northern Catskills Occupational Center - N01000000272682
Otsego Area Occupational Center – N01000006534333
Otsego Area Occupational Center – N01000000045567
Instructional Support Services Center – N01000013702337

5. Bidders shall indicate on the envelope containing their sealed bid, the following information:

Name and number of bid
Date and time of bid opening
Your company's name and address

6. **Vendors must return the following signed and dated documents with their bid proposal:**

- Bidder's Information Sheet
- Bid Proposal Certifications
- Bidder's Acknowledgement of Terms and Conditions Sheet
- Contract Specifications / Bidder's Response Sheet (Appendix B)
- Bid Qualification Exclusions, if applicable (Appendix C)
- Iran Energy Divestment Certification (Appendix D)

APPENDIX B

CONTRACT SPECIFICATIONS / BID RESPONSE SHEET

PURCHASE OF SOLAR ENERGY CREDITS

NAME OF BIDDER _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

Email _____ Web Site _____

Contact _____

CONTRACT SPECIFICATIONS

The Successful Vendor will sell solar energy credits under the NYSERDA/NY-Sun Community Solar (Community Distributed Generation) Program and/or any related project including Remote Crediting to the BOCES on the terms set forth in its bid, as follows:

Analyze: Successful Vendor will perform an analysis of the BOCES' utility bills to determine and identify (i) average estimated savings; and (ii) a minimum guaranteed savings resulting from energy credits.

Contract: The BOCES will enter into an agreement to purchase solar energy credits from the Successful Vendor and/or Successful Vendor will supply discount rates from its solar project(s). The BOCE will have no project host, ownership, or performance responsibilities, and will receive (i) discount rate not less than the amount set forth in the bid; and (ii) a guaranteed savings.

Invoice: Successful Vendor must ensure credits appear on the BOCES' monthly electricity bills and/or Successful Vendor will bill the BOCES at the contracted discount rate. Any unused credits must roll over to the next billing cycle.

Track & Manage: Successful Vendor must provide an in-house team to track and record monthly transaction and performance reports, provide such reports to the BOCES monthly, and serve as a single point of contact to manage the BOCES' ongoing relationship with the Successful Vendor.

Criteria: Bidders will be evaluated based on their qualifications, savings to BOCES, contract terms, and risk to BOCES. Any contract awarded will be made based on the best value to the BOCES. The Successful Vendor will be expected to execute a contract as soon as possible upon contract award.

BID RESPONSE SHEET

This Bid provides for the sale of solar energy credits to the BOCES for a period of not more than ten years. The BOCES may terminate the contract upon one hundred eighty days (180) days written notice to the Successful Vendor.

***BIDDERS MUST PROVIDE THE FOLLOWING WITH THIS BID RESPONSE SHEET:**

1. Completed Bid Response Sheet;
2. Company experience, including:
 - a. Provide a brief background and history of your company, including an overview of your construction, develop and financing experience.
 - b. Describe any experience with delivering community solar or similar projects.
 - c. Describe your portfolio of community solar projects, remote crediting projects, or similar projects in New York State.
3. Location of project for which the BOCES will act as an anchor tenant;
4. Anticipated commencement of contract date;
5. Sample utility bill demonstrating how credits will be applied; and
6. Three references, which must include representatives for BOCES located in New York.

Insert Bid for Sale of Solar Electricity Credits

Discount Rate (\$/kWh) (including whether fixed or percentage)

Subscription Allocation, including VDER value, project capacity factor or specific yield, and kW allocation

Estimated Annual Savings

Guaranteed Minimum Annual Savings

Proposed Term and Termination Provisions

Project Description (brief description of the project(s) for which the contract would apply)

Proposed Commencement Date of Contract

Additional Information or Other Notable Provisions (should include other notable contract provisions that you believe to be relevant, advantageous or onerous to the BOCES)

APPENDIX C

BID QUALIFICATION EXCLUSIONS

**Please list all exclusions to Bidder Qualifications and attach information as necessary.
Please return this page with your Bid Form. Attach additional pages, if necessary.**

AUTHORIZED SIGNATURE: _____

DATE: _____

APPENDIX D

IRANIAN ENERGY DIVESTMENT 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.
- B. A Bid/Proposal shall not be considered for award, nor shall 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 shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. 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:
1. 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
 2. 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 shall be made in writing and shall be a public document.

Signature

Date

Title

Company Name

APPENDIX E

NON-BIDDER'S RESPONSE

BID NAME: _____

BID NUMBER: _____

The Otsego Northern Catskills BOCES is interested in the reasons why prospective bidders choose not to submit bids. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- _____ 1. Unable to bid at this time but would like to receive future bid proposals.
- _____ 2. Items or commodities are not manufactured by us or not available to our company.
- _____ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- _____ 4. We cannot meet the time of delivery of item or materials specified.
- _____ 5. Insufficient time allowed for preparation and submission of bid.
- _____ 6. Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- _____ 7. Other reasons: _____
- 8. You may remove our name from the bid list for:
 - _____ This commodity group
 - _____ This item or material
 - _____ All bids

Company: _____

Address: _____

Authorized Signature: _____

Date: _____